



**CITY OF KETCHUM, IDAHO**  
**REGULAR CITY COUNCIL MEETING**  
**Monday, June 21, 2021, 4:00 PM**  
**480 East Avenue, North, Ketchum, Idaho**

## **Agenda**

**In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at [ketchumidaho.org/meetings](http://ketchumidaho.org/meetings). If you would like to comment on an agenda item, please submit your comments to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting. Comments will be provided to the City Council.**

**If you would like to phone in and provide comments on a public hearing item, please find the phone number, meeting identification number and participation instructions on the following page of this agenda. You will be called upon for comment during that agenda item.**

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

- **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 17, 2021.
2. ACTION ITEM: Approve minutes of June 7, 2021.
3. ACTION ITEM: Authorization and approval of the payroll register, by Shellie Rubel, Treasurer.
4. 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 \$462,606.41 by Shellie Rubel, Treasurer.
5. Monthly Financial State of the City by Shellie Rubel, Treasurer.
6. ACTION ITEM: Recommendation to Sign / Approve Change Order #006 with Core Construction to Complete Paving and Painting of Parking Lot South of New Fire Station #1, by Jade Riley, City Administrator and Bill McLaughlin, Fire Chief.
7. ACTION ITEM: Recommendation to approve driveway exceeding 10% grade at 220 Lava Street, by Suzanne Frick, Director of Planning and Building.
8. ACTION ITEM: Recommendation 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, by Lisa Enourato, Public Affairs and Administrative Services Manager.

9. ACTION ITEM: Recommendation 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.

10. ACTION ITEM: Recommendation to Approve an Additional Argyros Performing Arts Center's 'Drone Show', by Lisa Enourato, Public Affairs and Administrative Services Manager.

- PUBLIC HEARING

11. No Items.

- NEW BUSINESS (no public comment required)

12. Update on Short-Term Community Housing Projects, by Jade Riley, City Administrator.

13. Recommend to Approve Emergency Ordinance #1219 to prohibit Fireworks in City limits and to waive three readings, by Bill McLaughlin, Fire Chief.

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

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

- EXECUTIVE SESSION

16. No Items.

- ADJOURNMENT

**PUBLIC CALL-IN INFORMATION**  
**June 21, 2021 at 4:00 p.m. MDT**  
**Public Call-In Number: 253-215-8782**  
**Meeting ID: 965 1753 8187**

We welcome you to watch and listen to the Council Meeting 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 make comment on a public hearing agenda item, you will need to dial the above number, and be prepared to speak to the City Council via your phone, when called on. Please plan to keep your comments to no more than 3 minutes.

**Instructions:**

1. Dial the number provided above and when prompted enter the meeting ID.
2. **Mute your phone** (*and all other computing devices*) until City staff calls out the last four digits of your phone number. **Please do not unmute your phone until you are called on to make comment.**
3. When your phone number is called on, you may **unmute your phone, or press \*6.**
4. Provide your comments and responses to any questions.
5. When your participation is complete, disconnect the call, or hang up your phone.

**Public information is posted outside City Hall located at 480 East Ave. N. in Ketchum, Idaho.**

If you need special accommodations at this meeting, please contact us at 208-726-3841.  
*This agenda is subject to revisions and additions. Revised portions of the agenda will be underlined.*

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Thank you for your participation.

We look forward to hearing from you.



# CITY OF KETCHUM SPECIAL MEETING COUNCIL MINUTES Monday, May 17<sup>th</sup>, 2021

## **CALL TO ORDER Time Stamp (28:25 in video)**

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

## **Roll Call**

Mayor Neil Bradshaw  
Amanda Breen  
Jim Slanetz  
Courtney Hamilton  
Michael David – via telephone

## **Also Present**

Matt Johnson – City Attorney (via telephone)  
Jade Riley – City Administrator  
Lisa Enourato – Public Affairs & Administrative Services Manager  
Bill McLaughlin – Ketchum Fire Department Chief  
Shellie Rubel – City Treasurer  
Suzanne Frick – Director of Planning & Building

## **COMMUNICATION FROM MAYOR AND COUNCILORS**

Mayor Bradshaw mentioned there was a kickoff meeting hosted by Blaine County to look at housing solutions. He was happy there was some action that has taken place and will continue addressing the housing crisis.

## **CONSENT AGENDA – (29:09 IN VIDEO)**

1. Authorization and approval of payroll register.
2. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$527,099.06 as presented by Shellie Rubel, Interim Treasurer.
3. Monthly financial state of the City.
4. Approval of minutes from 4/15/2021 and 4/19/2021.
5. Westcliff Town Homes Preliminary Plat and Phasing Agreement.
6. Recommendation to approve Encroachment Agreement 20620 with Idaho Power for 162 Irene St.
7. Recommendation to approve Lease 20629 with Morgan Landers and Brian Eggleton.
8. Recommendation to approve Independent Contractor Agreement 20638 with Nested Strategies.
9. Recommendation to approve contract with DC Engineering for preliminary back up power to Water Operations Building.
10. Recommendation to approve the Joint Defense and Confidentiality Agreement for the Idaho Department of Water Resources administrative proceeding.

11. Recommendation to approve Artist Loan Agreement 20631 for Ketchum Arts Commission performance art event.
12. Recommendation to appoint Tara Fenwick to serve as City Clerk.
13. Recommendation to appoint Shellie Rubel as City Treasurer.
14. Request to approve Interim Budget Change to fund Associate Planning Position.
15. Recommendation to award Contract with Idaho Materials & Construction
16. Recommendation to approve the purchase of four Pickleball nets.

Councilor Courtney Hamilton pulled consent agenda items 2, 5, 8, 10, 12, and 14.  
Councilor Jim Slanetz pulled consent agenda item 9.

**Motion to approve consent agenda items 1, 3, 4, 6, 7, 11, 13, 15, and 16.  
Motion made by Councilor Jim Slanetz; seconded by Councilor Amanda Breen.  
All in Favor.**

Regarding consent agenda item 2, Councilor Courtney Hamilton noticed on this month's bills there were a lot of payments to Amazon. She thought that the City should work towards buying locally and not on Amazon. She understands there are some items that cannot be purchased locally in a fiscally prudent manner, but others could be. She questioned if there was a policy for the City to buy locally? Mayor Bradshaw answered the City does have a policy of buying local. He mentioned he would like to see more local purchases versus Amazon purchases. He will encourage staff to purchase local and review policy to ensure there is less business offered outside of the community.

Regarding consent agenda item 8, Councilor Hamilton agrees that the City does need help in fundraising efforts for the Warm Springs Ranch public park but is concerned about the contract because it does not state the contractor will be doing the campaign. It is more of a preliminary 4-to-5-month study for what is needed for the campaign. She would like to know what it will take to have someone get the City all the way through the process, how much it will cost and if this contractor is interested in doing that. Mayor Bradshaw mentioned having a meeting with the contractor about the pre-work that goes into this type of project. City Administrator, Jade Riley described in further detail the step-by-step process of the study. Councilor Courtney Hamilton asked for clarification on the timeline of the study because based on the dates provided by the time the study is completed, the City needs to have half of their fundraising efforts collected. City Administrator, Jade Riley clarified the timing of the Warm Springs Ranch contract starts not when Council approved it but when it was signed, which was a couple of weeks ago.

Regarding consent agenda item 5, Councilor Courtney Hamilton mentioned several bigger projects that are multi-units doing more phasing agreement type processes. She knows it is a fair amount of work for staff. She would like to look at increasing the fee due to the amount of work going into these processes. She also questioned if the exceedance agreement should not be in place before the phasing agreement? Director of Planning and Building, Suzanne Frick answered they going to require them both go at the same time. The exceedance agreement will have the same language as the phasing agreement. She suggested Council to adopt the phasing agreement as is and they will come back with the exceedance agreement that mirrors the language. In the future, she stated Council will see the phasing and the exceedance agreement at the

same time. They are going to bundle everything up so there is only one action for Council to take.

Regarding consent agenda item 9, Councilor Jim Slanetz stated he was concerned when they initially approved the electric heater versus the gas heater, they were not aware of the additional costs associated with approving the electric heater. He stated in the future it would be nice to be aware of the additional costs associated with selecting one option over the other up front. City Administrator, Jade Riley stated in the future they will present full cost.

Regarding consent agenda item 10, Councilor Courtney Hamilton wanted to point out to the public that the City is facing a severe water shortage this year. She encouraged the community to do what they can to preserve water. She also encouraged the City to continue looking at what they can do to preserve water or be more water efficient. Mayor Bradshaw agreed and stated that Council will be hearing more about preserving water in a Council meeting in June.

Regarding consent agenda item 12, Mayor Bradshaw welcomed Tara Fenwick, the proposed new City Clerk. Councilor Courtney Hamilton welcomed Tara as well. She felt it was premature to appoint someone as City Clerk when they have yet to start the position, even though she is starting on Monday. Councilor Amanda Breen stated there was no law under Title 50 that would prevent the City from appointing her as City Clerk before she began her position. City Administrator, Jade Riley stated with a new employee taking on a new appointment, it is customary to appoint them before they start their new position.

Regarding consent agenda item 14, Councilor Courtney Hamilton felt like any budget change should not be placed on the consent agenda. She was not sure if they are planning on reopening the budget this year or if they are just going to be doing little changes over time? City Administrator, Jade Riley replied they are planning on reopening the budget next month, but they are not in exceedance of the appropriation amount currently. Mayor Bradshaw stated the Planning department is seeing a large influx of applications and feels it is appropriate to fund another associate planning position to assist the current staff that are working around the clock to address their workload. He mentioned in the future, they will not place budget changes on the consent agenda. Councilor Courtney Hamilton agreed on the need for another associate planner and appreciates all the Planning department's hard work.

Regarding consent agenda item 16, Councilor Jim Slanetz commented he appreciated the Pickleball association raising the money to purchase the pickleball nets and liked to see those public / private partners and organizations working together and being involved.

**Motion to approve consent agenda items 2, 5, 9, 10, 12, and 14.**

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

**Motion to approve consent agenda item 8. Councilor Amanda Breen is recused.  
Motion made by Councilor Courtney Hamilton; seconded by Councilor Jim  
Slanetz.  
All in Favor.**

**NEW BUSINESS (no public comment required) (1:00:00 in video)**

17. ACTION ITEM: Consideration and adoption of Ketchum Public Health Emergency Order 21-01.

Fire Chief Bill McLaughlin stated nothing has changed since the last update. We are continuing to be in the yellow range according to the Harvard matrix. All other factors are solidly in the green. We will be above 70% of adult vaccination rates at the end of the month according to trajectory which has been on track. Regarding vaccination, opening of vaccination for 12–16-year-old group is new, so there is no trajectory for them yet. They have no indication on vaccination for younger children. What has changed is the guidance from the CDC.

Councilor Amanda Breen stated she does not feel that the definition of “emergency” is being met in the City of Ketchum. She felt inclined to rescind the order with how Ketchum is doing right now. She would like to follow the statewide Stage 4 guidelines.

Councilor Michael David stated he is disappointed that Hailey and Sun Valley rescinded their mandates abruptly. He feels that it was a community issue and that they were working with the other communities regarding mandates. He feels that the CDC did not do their announcement properly. He also thinks that unvaccinated people will not wear masks, but vaccinated people will continue to wear their masks which goes against CDC guidance.

Councilor Courtney Hamilton feels frustrated with how things were handled by the other cities and the CDC. She feels like they should follow other cities, but she also does not want to go against the medical community and their advice, which is to stay masked and social distance just a little bit longer. Ideally, she would have liked to have eased up on the mandates in a week-by-week basis.

Councilor Jim Slanetz feels that everyone who can be vaccinated has had the chance to be vaccinated. He is comfortable with lifting the mandate. He thinks it will create chaos and confusion for those who come in from neighboring cities. He feels mask wearing is a personal responsibility at this point.

Mayor Bradshaw is supportive of rescinding the entire health order at this point and following other neighboring cities.

Councilor Courtney Hamilton stated Hailey just approved to keep their mask mandate rescinded.

Councilor Michael David pointed out the recommendation by the CDC is if you are vaccinated, you do not need to wear a mask. He reiterated that he thinks that half of the people taking off their masks are unvaccinated.

**Motion to rescind Ketchum Public Health Emergency Order 21-01.  
Motion made by Councilor Jim Slanetz; seconded by Councilor Amanda Breen.  
Councilors Courtney Hamilton and Michael David vote nay.  
Mayor Bradshaw, Councilor Amanda Breen and Councilor Jim Slanetz vote yea.**

**HEALTH ORDER RESCINDED**

Mayor Neil Bradshaw thanked the frontline community for keeping us all safe during the past year. He stated it now goes onto personal responsibility to keep yourself safe and others around you safe.

Councilor Amanda Breen encouraged Council and City staff to think about how they can ensure the community can feel safe and be able to participate in the public process. She encouraged the community and public to respect business owners and the City. They have the right to keep their employees and their customers safe.

**PUBLIC HEARING (1:45:05)**

18. Recommendation to hold a public hearing and approve the SWC Condominium Units 1-B1 & 1-C1 Lot Line Shift Application.

Councilor Jim Slanetz questioned if this will create more residential units? Director of Planning and Building, Suzanne Frick answered no. What it does is shift square footage over to commercial condominium units on the ground floor and increase the size of one unit and while decreasing another unit.

Mayor Bradshaw opened the meeting for public comment.

There was no public comment.

Mayor Bradshaw closed public comment. (1:46:15)

**Motion to approve SWC Condominium Units 1-B1 & 1-C1 Lot Line Shift Application subject to conditions of approval 136.**

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

**All in Favor.**

**EXECUTIVE SESSION (1:46:55)**

19. Enter Executive Session to consider labor contract matters pursuant to 74-206(j).

**Motion to enter executive session.**

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

**All in Favor.**

**ADJUOURNMENT**

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

**All in Favor**

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**Mayor Neil Bradshaw**

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**Manager \_\_\_\_\_, Lisa Enourato**



CITY OF KETCHUM  
REGULAR MEETING COUNCIL MINUTES  
Monday, June 7<sup>th</sup>, 2021

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**CALL TO ORDER Time Stamp (00:20:00 in video)**

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

**Roll Call**

Mayor Neil Bradshaw  
Courtney Hamilton  
Amanda Breen  
Jim Slanetz  
Michael David

**Also Present**

Bill Punkoney – City Attorney  
Jade Riley – City Administrator  
Lisa Enourato – Public Affairs & Administrative Services Manager  
Bill McLaughlin – Ketchum Fire Department Chief  
Jamie Shaw – Ketchum Police Lieutenant  
Shellie Rubel – City Treasurer  
Tara Fenwick – City Clerk & Business Administration Manager  
Suzanne Frick – Director of Planning & Building  
Morgan Landers – Senior Planner  
Julia Mace – Recreation Supervisor  
Courtney Gilbert – Ketchum Arts Commission  
Danielle Weaver – CSHQA  
Jeff Jerome – CORE Construction  
Chris Schratwieser – CORE Construction

**COMMUNICATION FROM MAYOR AND COUNCILORS**

Mayor Bradshaw encouraged everyone to do their best to limit their water consumption.

1. Pride Month Proclamation

Mayor Bradshaw read the Pride Month Proclamation.

City Council took a short recess to view the new fire engine.

**CONSENT AGENDA – (00:26:00 IN VIDEO)**

2. Authorization and approval of 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 \$1,232,747.88, as presented by Shellie Rubel, City Treasurer.

4. Recommendation to approve right-of-way Encroachment Agreement 20626 with Cox Communications for placement of telecommunications infrastructure in the City right-of-way.
5. Recommendation to approve right-of-way Encroachment Agreement 20643 for placement of snowmelt in City right-of-way at 120 Northwood Way.
6. Recommendation to approve right-of-way Encroachment Agreement 20650 with Cox Communications for placement of telecommunication infrastructure in the City right-of-way.
7. Recommendation to approve Agreement 20628A with Will Caldwell Productions, LLC.
8. Recommendation to approve Contract 20639 with Allen Construction and Contract 20640 with Canyon Excavation for sidewalk work.
9. Recommendation to approve Purchase Order 20649 with Ferguson Supply for meter.
10. Recommendation to approve Purchase Order 20651 to Machining Brokers & Associates, LLC for submersible pump parts.
11. Recommendation to approve Contracts with Bigwood Landscaping and McDowell Concrete to complete preventative maintenance work and a micro-expansion of the Guy Coles Skate Park.
12. Recommendation to approve change order with Core Construction to complete paving and painting of parking lot south of new fire station.
13. Recommendation to approve Change Order #5 to Contract 20454 with CORE | Headwaters LLC to decrease from \$9,370,779 to \$9,328,712 for new fire station.

**Motion to approve consent agenda items 2-13.**

**Motion made by Councilor Courtney Hamilton; seconded by Councilor Michael David.**

**All in Favor.**

**PUBLIC HEARING (00:26:50)**

14. Community Housing Workshop Debrief and Next steps.

Mayor Bradshaw thanked the community for showing up to the community workshop. Mayor Bradshaw opened the meeting for public comment.

Kate Riley made a plea for everyone to become proactive on an immediate basis to the housing crisis that she and many other citizens face.

Kris Gilarowski called for a tent city, RV's to be able to park in the City and renting some short-term rentals. He mentioned his support for Bluebird but mentioned it will not solve the crisis. He encouraged the wealthier neighbors with guest houses to open them up for the community for a short-term solution.

Neils Meyer voiced his support for Bluebird and for future affordable housing developments. He voiced his support for short-term solutions for the housing problem. He suggested creating a housing website for those searching for short-term housing as well as those willing to provide short-term housing. He also suggested a hostel and tiny house village.

Nathan Harvill mentioned that the crisis has come to a head because of COVID-19 and a large migration into this town. This is not something that is new nor should it

take anyone by surprise. He mentioned there is an “all of the above” approach. All the members of the community, policy members, and elected officials need to come together for a collaborative approach to solve the crisis.

Councilor Michael David asked for current displacement numbers from Nathan Harvill, Executive Director of the Blaine County Housing Authority. Nathan replied his numbers are based off the inquiries of availability from the Housing Authority. Last year for the entire fiscal year they had approximately 150 inquiries. As of two months ago, they were at approximately 300 inquiries. Lift Tower Lodge is full and has a wait list.

Mayor Bradshaw closed the meeting for public comment.

City Administrator, Jade Riley presented a solutions grid for the affordable housing initiative. He briefly discussed mid-term and long-term solutions. He went over short-term options and requested City Council guidance regarding those items.

Mayor Bradshaw re-opened the meeting for public comment.

Perry Boyle suggested the City work with local developers to see what would work for them in terms of building more long-term rentals. He believes the developers will eventually solve this problem. He also suggested partnering with SVED to come up with actual numbers of those who have been displaced. He suggested surveying the local businesses to see what shifts are missing and how many employees they need. Lastly, he suggested to put a halt on commercial development until the City can come up with a plan for solutions.

Mayor Bradshaw closed the meeting for public comment.

**NEW BUSINESS (no public comment required) (2:20:00 in video)**

15. Oath of Office Ceremony of City Clerk, Tara Fenwick and City Treasurer, Shellie Rubel.

16. Discussion on Wagon Days Weekend Activities.

What was proposed in the staff report is Wagon Days but on a much smaller scale based on the available budget. It is believed that 50 entrants can be secured for the parade. \$80,000 has been budgeted this year for Wagon Days. Council agreed that the proposal sounded great and to proceed.

17. Update on New City Hall.

a. Percent for Art Budget.

Julia Mace, Recreation Supervisor requested approval of the \$75,000 allocation which will be used to bringing vibrancy to new City Hall in the form of art installations owned by the City moving forward. One of the main short-term focus points is the foyer as one enters new City Hall. Councilor Courtney Hamilton asked what would be lost if they agreed to \$50,000 as opposed to \$75,000. Courtney Gilbert with Ketchum Arts Commission gave an overview of some estimates of artwork that have been presented to them and how \$50,000 is not much to work with based off those estimates.

Councilor Jim Slanetz asked about pieces that are already in inventory. Courtney

Gilbert said almost every piece are outdoor sculptures and not pieces that would be applicable to indoor infrastructure.

**Motion to approve the appropriation of \$75,000 from the Capital Improvement Fund for the current Fiscal Year for Artwork in the New City Hall in accordance with the Percent for Art Ordinance.**

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

**All in Favor.**

b. Discussion on Potential Expansion of meeting room.

Councilor Michael David asked if the new meeting room will be utilized for other means other than just City Council Meetings? City Administrator, Jade Riley answered saying they asked CHSQA to make sure the meeting room was highly flexible to accommodate other types of configurations. Council Amanda Breen asked for more explanation on the HVAC system, the dual fuel versus the full electric system. City Administrator, Jade Riley answered that even though the cost of the electrical HVAC system does not add much more in cost, it would increase the building's electrical load. To accommodate that load, it would cost an approximate \$25,000 to upgrade the electrical panel to handle the additional electrical load. Councilor Courtney Hamilton listed the pros and cons to expand now versus later. Councilor Jim Slanetz asked about the possibility of using solar panels? The structural load of the building needs to be considered since solar does add weight to the building. Councilor Courtney Hamilton expressed her frustration that new City Hall was presented to City Council with sustainability goals in mind and now they seem as if they are not a priority. City Administrator, Jade Riley explained this came up as an 11<sup>th</sup> hour issue.

**Motion to direct staff to return with a change order to expand the Council Meeting Room.**

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

**All in Favor.**

c. Approval of Non-Construction Budget.

**Motion to authorize an appropriation not to exceed amount of \$485,625 for direct expenses related to the project.**

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

**All in Favor.**

**EXECUTIVE SESSION (3:14:50)**

18. Enter Executive Session to consider labor contract matters pursuant to 74-206(j).

**Motion to enter executive session.**

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

**All in Favor.**

**ADJUOURNMENT**

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

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**City Clerk & Business Administration Manager  
Tara Fenwick**

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**Mayor Neil Bradshaw**

DRAFT

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>			
SWANSON, JEFF	060821	REFUND Vendor Fee- Application Denied	525.00
WOOD, SHAWN	060721	REFUND Final Plat Fees	1,125.00
Total :			1,650.00
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	19.85
<b>01-4110-3200 OPERATING SUPPLIES</b>			
US BANK	6235 052521	Zoom	199.90
Total LEGISLATIVE & EXECUTIVE:			219.75
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	44.89
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CHATEAU DRUG CENTER	2386670	Batteries	9.49
GEM STATE PAPER & SUPPLY	1051454	Spoons, hand sanitizer	144.83
GEM STATE PAPER & SUPPLY	1051502	Credit on Foam Soap	46.71-
GEM STATE PAPER & SUPPLY	1052123	Disinfectant & Trash Bags	80.78
TREASURE VALLEY COFFEE INC	2160 07563202	Spring Water	15.90
US BANK	6235 052521	Amazon-Batteries	12.78
US BANK	6235 052521	Intuit Quickbooks	63.00
US BANK	6235 052521	Moo subscription	299.00
WOOD RIVER LOCK SHOP, LLC	16981	Keys	16.00
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	109915	Caselle Support & Maintenance 7/21	2,204.00
THAT'S ENTERTAINMENT	20382-3	Folding Chairs	140.72
S & C ASSOCIATES LLC	2010	21-1005	236.00
NESTED STRATEGIES	1010	Warm Spring Ranch Study & Campaign	4,000.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
SYRINGA NETWORKS, LLC	21JUN0363	21JUN0363	3,000.00
<b>01-4150-5110 COMPUTER NETWORK</b>			
US BANK	2745 052521	Microsoft Basics	823.95
US BANK	2745 052521	8X8	2,477.54
<b>01-4150-5150 COMMUNICATIONS</b>			
US BANK	6235 052521	Intuit Quickbooks	78.90
US BANK	6235 052521	Adobe	299.00
US BANK	6235 052521	Shutterstock	30.74

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	6235 052521	Facebook	2.86
US BANK	6235 052521	Mailchip subscription	87.99
US BANK	6235 052521	Constant Contact	9.50
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001427060	960 052721	34.20
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>			
S & C ASSOCIATES LLC	1994	20-1008	354.00
S & C ASSOCIATES LLC	1999	20-1075	472.00
S & C ASSOCIATES LLC	2005	21-1045	118.00
<b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
CDW GOVERNMENT, INC.	F146692	Tara's Computer	1,618.01
US BANK	6235 052521	Amazon-Eronomic Keyboard	39.99
US BANK	6235 052521	Amazon-Microsoft Keyboard	30.94
Total ADMINISTRATIVE SERVICES:			16,698.30
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
WHITE PETERSON	24892R 053121	General Services 24892R 053121	15,500.00
Total LEGAL:			15,500.00
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	16.25
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	107993	Cork Board	72.70
US BANK	9642 052521	Amazon-Duracell Batteries	14.99
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
S & C ASSOCIATES LLC	1988	19-1010	118.00
S & C ASSOCIATES LLC	1990	19-1042	295.00
S & C ASSOCIATES LLC	1991	19-1045	177.00
S & C ASSOCIATES LLC	1995	20-1028	901.00
S & C ASSOCIATES LLC	1997	20-1045	1,255.00
S & C ASSOCIATES LLC	1998	20-1053	177.00
S & C ASSOCIATES LLC	2000	21-1002	1,120.00
S & C ASSOCIATES LLC	2003	21-1043	354.00
S & C ASSOCIATES LLC	2004	21-1044	236.00
S & C ASSOCIATES LLC	2007	20-1066	118.00
S & C ASSOCIATES LLC	2009	21-1001	59.00
S & C ASSOCIATES LLC	2011	21-1021	783.00
S & C ASSOCIATES LLC	2012	21-1022	531.00
S & C ASSOCIATES LLC	2013	21-1027	118.00
S & C ASSOCIATES LLC	2014	21-1032	118.00
S & C ASSOCIATES LLC	2015	21-1034	295.00
S & C ASSOCIATES LLC	2016	21-1040	472.00
S & C ASSOCIATES LLC	2017	21-1041	236.00
S & C ASSOCIATES LLC	2018	21-1042	236.00
S & C ASSOCIATES LLC	2019	21-1047	236.00
S & C ASSOCIATES LLC	2020	21-1048	59.00
S & C ASSOCIATES LLC	2021	21-1049	724.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
S & C ASSOCIATES LLC	2022	21-1050	236.00
S & C ASSOCIATES LLC	2023	21-1051	177.00
Total PLANNING & BUILDING:			9,134.94
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-6601 MASTER TRANSPORTATION PLAN</b>			
S & C ASSOCIATES LLC	2002	21-1038	1,550.00
Total NON-DEPARTMENTAL:			1,550.00
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	27.48
<b>01-4194-3200 OPERATING SUPPLIES</b>			
GEM STATE PAPER & SUPPLY	1046638	Bath Tissue, Hydrogen Peroxide	135.64
PIPECO, INC.	S4175528.001	atlas assembly grip gloves	5.38
US BANK	2022 052521	Amazon-Emergency	33.76
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	967422	38950 053121	349.01
<b>01-4194-4210 PROFESSIONAL SERVC-CITY TREES</b>			
ARBOR CARE	5265	New City Hall 191 5th St W PHC Inspection Program Landscape	80.00
ARBOR CARE	5270	Little Park PHC Inspection Program Landscape	60.00
ARBOR CARE	5272	Ore Wagon Museum PHC Inspection Program Landscape	60.00
ARBOR CARE	5273	Rotary Park PHC Inspection Program landscape	200.00
ARBOR CARE	5278	Forest Service Park PHC Inspection Program Landscape	200.00
ARBOR CARE	5280	Guy Coles PHC Inspection Program Landscape	120.00
ARBOR CARE	5281	1300 Warm Springs Rd-Warm Springs H2O	80.00
ARBOR CARE	5286	COK Water Dept PHC Inspection Program Landscape	120.00
ARBOR CARE	5289	Lucy Loken Park PHC Inspection Program Landscape	160.00
ARBOR CARE	5294	Farnlun Park PHC Inspection Program Landscape	80.00
ARBOR CARE	5296	City Corridor/Sidewalk/ROW Landscape Inspection PHC	1,250.00
ARBOR CARE	RUP355	Atkinson-Hemingway Park Tree Care	575.00
ARBOR CARE	RUP356	Ketchum Town Square PHC Inspection Program Landscape, Tree Vigor Systemic select trees	255.00
<b>01-4194-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001427905	56339 Ketchum Town Square Hand Sanitizer Tower Service, Liquid Waste, Tower Rent	137.00
CLEAR CREEK DISPOSAL	1427059	1178 Warm Springs Rd Skate Park Portable Restroom Service & Rent, Liquid Waste	293.50
CLEAR CREEK DISPOSAL	1427063	0021 Rotary Park Monthly Lock Fee, Service & Rent	156.32
IDAHO POWER	2203313446 06	2203313446 060921	5.54
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>			
RIVER RUN AUTO PARTS	6538-166385	Dex Cool FS Anti-freeze for flatbed	21.99
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2106-783069	Quickset Mouse Tray Trap, steelwool and 4x4 treated post,	62.70
A.C. HOUSTON LUMBER CO.	2106-784399	xlarge atlas latex gloves, 4 inch masonry diamond wheel cup	68.98
A.C. HOUSTON LUMBER CO.	2106-784403	adhesive spreader, one quart multi purpose floor adhesive	11.38
COLOR HAUS, INC.	247492	Paint, brush, sponge, trayliner, blue tape for Town Square Restroom	228.59
PIPECO, INC.	S4148414.001	Pump Park poly stretch coupling	5.33
PIPECO, INC.	S4151253.001	Splash Pad PVC bushing, coupling pvc, fitting brs, aqualine galv coupling	

Vendor Name	Invoice Number	Description	Net Invoice Amount
		and bushing pvc	10.74
PIPECO, INC.	S4162265.001	511 Parking Lot techline tee, techline cross, techline coupling	52.11
PIPECO, INC.	S4167442.001	Falcon rotor part for upper fields	100.39
PIPECO, INC.	S4168915.001	Falcon rotor part for upper fields	1.77
US BANK	2022 052521	Amazon-Graber Reacher	67.95
WEBB LANDSCAPING	K-IN-157361	Perennial Cap 4"	14.99
WEBB LANDSCAPING	K-IN-158096	Aspen #5 3-6' and Dogwood #5	119.96
MOUNTAIN WEST LLC	315838	Fresh Soil 125 yards	4,263.50
MOUNTAIN WEST LLC	CM315838	CREDIT MEMO	202.50-
RIGHT BRAIN UNLIMITED LLC	27304	Doggie Bags	2,657.60
Total FACILITY MAINTENANCE:			11,869.11
<b>POLICE</b>			
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	9.80
<b>01-4210-3200 OPERATING SUPPLIES</b>			
WHITE CLOUD	99518	CSO Earpieces	84.00
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	967436	39060 053121	188.86
<b>01-4210-3610 PARKING OPS PROCESSING FEES</b>			
CALE AMERICA, INC.	164238	May 2021 Active Meters	165.00
Total POLICE:			447.66
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	68.35
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
CHATEAU DRUG CENTER	2356596	Floor Cleaner, Waste Can	8.07
CHATEAU DRUG CENTER	2385391	2 gal Water Cooler, Dish/Sink Brush, Whisk Broom	24.68
CHATEAU DRUG CENTER	2386606	Padded Envelope	1.89
COPY & PRINT, L.L.C.	107985	Box of 3 cut File Folders	6.99
GEM STATE PAPER & SUPPLY	1051344	Paper Supplies	55.91
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
CHATEAU DRUG CENTER	2356596	Floor Cleaner, Waste Can	8.06
CHATEAU DRUG CENTER	2385391	2 gal Water Cooler, Dish/Sink Brush, Whisk Broom	24.69
CHATEAU DRUG CENTER	2385939	Super Epoxy, Pepto Bismol (for Amb 21)	6.64
COPY & PRINT, L.L.C.	107985	Folders	7.00
GEM STATE PAPER & SUPPLY	1051344	Paper Supplies	55.91
NORCO	32213406	52355 053121	36.27
NORCO	32214462	54794 053121	229.40
HENRY SCHEIN	94003526	Drugs	64.08
HENRY SCHEIN	94006225	Medical Supplies	16.81
HENRY SCHEIN	94102828	Medical Supplies	48.14
HENRY SCHEIN	94118063	Drugs	345.74
HENRY SCHEIN	94471286	Medical Supplies	85.63
<b>01-4230-4920 TRAINING-FACILITY</b>			
IDAHO POWER	2224210258 06	2224210258 060821	30.54

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
MTE COMMUNICATIONS	056983 060121	056983 060121	15.13
VERIZON WIRELESS	9880501855	842054354 052321	303.78
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
MTE COMMUNICATIONS	056983 060121	056983 060121	15.12
VERIZON WIRELESS	9880501855	842054354 052321	303.78
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
A.C. HOUSTON LUMBER CO.	2106-784166	Rope Hook	1.99
ALSCO - AMERICAN LINEN DIVI	LBO11899789	5109 060721	10.14
CHATEAU DRUG CENTER	2385939	Super Epoxy, Pepto Bismol (for Amb 21)	5.60
RIVER RUN AUTO PARTS	6538-166193	OEM Wire Terminal For E101	4.75
RIVER RUN AUTO PARTS	6538-166368	Coupler (Shop Supply)	3.99
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11899789	5109 060721	10.14
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
MUNICIPAL EMERGENCY SERIC	IN1584076	Credit for Nosecups	97.26
<b>01-4230-6900 OTHER PURCHASED SERVICES FIRE</b>			
Backdraft OpCp, LLC	INV2104246	Reoccurring Subscription Fee	804.16
<b>01-4230-6910 OTHER PURCHASED SERVICES EMS</b>			
Backdraft OpCp, LLC	INV2104246	Reoccurring Subscription Fee	804.16
Total FIRE & RESCUE:			3,504.80
<b>STREET</b>			
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	50.68
<b>01-4310-3200 OPERATING SUPPLIES</b>			
GEM STATE PAPER & SUPPLY	1051109	Paper Supplies	135.56
US BANK	2022 052521	Amazon-Phone Screen Protector	5.72
US BANK	2022 052521	Amazon-Sweetbriar Messenger Bag	22.95
<b>01-4310-3400 MINOR EQUIPMENT</b>			
US BANK	2022 052521	Amazon-Battery Holder for Traffic Control	8.99
US BANK	2022 052521	Amazon-Battery Charger 28V	71.89
US BANK	2022 052521	Amazon-VR Power Tool Battery	66.99
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
WEX BANK	72162847	0464-00-747801-9 - Sinclair Fuel	209.75
<b>01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	2022 052521	AmericInn - South Dakota for Ore Wagon	165.42
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
INTERMOUNTAIN TRANSMISSIO	84976	Shipping Charge	75.00
INTERMOUNTAIN TRANSMISSIO	CM85277	Shipping Charge Refund	75.00-
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
EASY PACK INC	192422	Metroquip return part sealing disk	15.28
GO-FER-IT	103535	292 042921	35.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
NAPA AUTO PARTS	059934	ignition lock key or bucket truck	21.49
NAPA AUTO PARTS	059935	Horn relay for bucket truck	18.99
NAPA AUTO PARTS	060052	Horns for bucket truck	43.98
NAPA AUTO PARTS	060068	CREDIT MEMO	159.66-
NAPA AUTO PARTS	060128	ignition actuator steering column repair bucket truck	17.57
NAPA AUTO PARTS	060303	Fuel pump and switch for #10 sign truck	64.28
NAPA AUTO PARTS	060474	Fuel tank switch for #10 sign truck	15.29
NAPA AUTO PARTS	060479	Fuel filter for #10 sign truck	5.99
NAPA AUTO PARTS	060504	Module and rotor for #10 sign truck	73.78
NAPA AUTO PARTS	060621	CREDIT MEMO	81.85-
US BANK	2022 052521	Amazon-Bushing Bolts for Bucket Truck	7.29
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1899340	5831 060421	26.18
ALSCO - AMERICAN LINEN DIVI	LBOI1901175	5831 061121	38.87
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2200059315 06	2200059315 060921	5.31
IDAHO POWER	2200506786 06	2200506786 060921	6.12
IDAHO POWER	2201174667 06	2201174667 060921	9.17
IDAHO POWER	2202627564 06	2202627564 060921	8.23
IDAHO POWER	2205963446 06	2205963446 060921	16.45
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
CONCRETE CONSTRUCTION SU	S36708	Armor Mortar Patches and acrylic primer for concrete patching	3,975.00
SUNSEAL, LTD	1098	Road striping layout and prep, striping complete 8" lines for diagonal crosswalks	300.00
SUNSEAL, LTD	1099	Road striping layout and prep, stop bars	205.00
WALKER SAND AND GRAVEL	897531	Road Base	209.41
Total STREET:			5,615.12
<b>RECREATION</b>			
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	16.50
<b>01-4510-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2106-781278	50# Regular Lime	11.54
A.C. HOUSTON LUMBER CO.	2106-781792	Fasteners, bolts, nuts	8.72
A.C. HOUSTON LUMBER CO.	2106-787250	Gorilla Tape	7.99
PRESS PRINT HOUSE	1353	Staff Shirts	318.50
US BANK	7926 052521	Water Filters	52.92
US BANK	7926 052521	Shifting Pan for Gold	29.99
<b>01-4510-3250 RECREATION SUPPLIES</b>			
US BANK	7926 052521	Sturtevants- Bike Work & Parts	780.97
US BANK	7926 052521	Sturtevants- Bike Work & Parts	49.44
US BANK	7926 052521	Tennis court accessories- (3) Tidi-court	132.00
US BANK	7926 052521	"A Kid's Herb Book: For Children of All Ages"	20.49
US BANK	7926 052521	Sunblock, Ziploc Bags, Hipat Whistle	110.63
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	02012821	Cream cheese, canola oil, carrot	6.81
ATKINSONS' MARKET	02014792	Yogurt, blueberries, bananas, granola	33.35
ATKINSONS' MARKET	03574115	Assorted juices	18.71
ATKINSONS' MARKET	04532973	Veggies, berries, ranch	25.50
ATKINSONS' MARKET	06510440	Ice cream, bread	22.94

Vendor Name	Invoice Number	Description	Net Invoice Amount
KETCHUM KITCHENS	220000186688	12oz Squeeze Bottles	24.28
<b>01-4510-4200 PROFESSIONAL SERVICE</b>			
D-SWANER WELDING, INC.	17619	Labor and Material	260.00
BACKGROUND INVESTATION B	CIT025060121-	Background Checks	78.90
<b>01-4510-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
US BANK	7926 052521	NRPA Dues	175.00
<b>01-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
A.C. HOUSTON LUMBER CO.	2106-785965	4 Flexogen 75' Hoses	265.56
TRUSCO MANUFACTURING INC.	14226	Safety Relief Valve	24.66
Total RECREATION:			2,475.40
Total GENERAL FUND:			68,665.08
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>			
VIGILANT SOLUTIONS	42052 RI	RAV 4 Cameras: Parking Enforcement System & Labor	7,500.00
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
GREAT AMERICA FINANCIAL SE	29395701	016 1147509-000	2,141.28
DELL FINANCIAL SERVICES	80898573	Management Fee	11.30
<b>03-4193-7607 SIDEWLK/STREET SAFETY REPAIR</b>			
S & C ASSOCIATES LLC	1987	18-1008	522.50
Total GENERAL CIP EXPENDITURES:			10,175.08
Total GENERAL CAPITAL IMPROVEMENT FD:			10,175.08
<b>FIRE &amp; RESCUE CAPITAL IMPR.FND</b>			
<b>FIRE/RESC CAPITAL EXPENDITURES</b>			
<b>11-4230-7500 AUTOMOTIVE EQUIPMENT</b>			
ZIONS BANCORPORATION	061521	Fire Aerial Tower Truck Lease Contract 20366	58,429.64
<b>11-4230-7600 OTHER MACH &amp; EQUIP</b>			
TREASURER, STATE OF IDAHO	320-8677-CDK	PO#20624 Wildland PPE	13,563.93
Total FIRE/RESC CAPITAL EXPENDITURES:			71,993.57
Total FIRE & RESCUE CAPITAL IMPR.FND:			71,993.57
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6060 EVENTS/PROMOTIONS</b>			
LISA ENOURATO	061621	Ketchum Alive Band Payment REIMBURSEMENT	1,000.00
<b>22-4910-6080 MOUNTAIN RIDES</b>			
MOUNTAIN RIDES	11566	Monthly Installment 06/21	39,083.34
Total ORIGINAL LOT TAX:			40,083.34

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ORIGINAL LOT FUND:			40,083.34
<b>ADDITIONAL1%-LOT FUND</b>			
<b>ADDITIONAL 1%-LOT</b>			
<b>25-4910-4220 SUN VALLEY AIR SERVICE BOARD</b>			
SUN VALLEY AIR SERVICE BOA	060421	April 2021 Additional 1%	148,094.69
Total ADDITIONAL 1%-LOT:			148,094.69
Total ADDITIONAL1%-LOT FUND:			148,094.69
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-4200 PROFESSIONAL SERVICES</b>			
S & C ASSOCIATES LLC	1989	19-1041	236.00
ATLAS TECHNICAL CONSULTAN	185245	Professional Services 5/22/21 to 6/4/221	977.00
<b>42-4800-7800 CONSTRUCTION</b>			
AECOM TECHNICAL SERVICES, I	2000474034	Traffic Study Review (60610668)	6,400.00
DENNIS POTTS PROJECT MGMT,	1274	Construction Mgmt Services 3/21	12,807.80
DENNIS POTTS PROJECT MGMT,	1285	Construction Mgmt Services 4/21	11,485.30
DENNIS POTTS PROJECT MGMT,	1303	Construction Mgmt Services 5/21	12,493.28
US DIGITAL DESIGNS	21042	G2 Alerting System	51,092.43
Total FIRE FUND EXP/TRNFRS:			95,491.81
Total FIRE CONSTRUCTION FUND:			95,491.81
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	22.70
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
PIPECO, INC.	S4181387.001	Coupling & Pipe	41.35
UNIFIED OFFICE SERVICES	297341	Batteries, Clipboard	18.66
<b>63-4340-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	65706	Postage	420.56
<b>63-4340-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11899345	5192 060421	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11899349	5493 060421	53.98
PIPECO, INC.	S4192733.001	Blue Marking Paint	116.56
SHERWIN-WILLIAMS CO.	8005-0	Paint- Flat Black	12.98
TREASURE VALLEY COFFEE INC	2160 07459445	COFFEE	60.30
US BANK	3059 052521	American Water Works Association	377.00
USA BLUEBOOK	628712	Hach DPD Packs	214.59
<b>63-4340-3250 LABORATORY/ANALYSIS</b>			
GO-FER-IT	103535	292 051921	20.00
MAGIC VALLEY LABS, INC.	20494	Drinking water testing	100.00
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E265660	Hypochlorite Solution	732.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087250715 06	2087250715 060421	125.02
CENTURY LINK	2087255042 06	2087255045 060421	61.03
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-166401	Prime Guard 20 WWF	29.70
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	2106-785706	Filter	9.99
A.C. HOUSTON LUMBER CO.	2106-786103	Floor Fan	67.99
A.C. HOUSTON LUMBER CO.	2106-786508	100' Measuring Tape	35.18
BANYAN TECHNOLOGY INC.	20814	Labor- Electrical issues @ Bigwood well	340.00
CHATEAU DRUG CENTER	2391397	Filters	23.70
CHATEAU DRUG CENTER	2391472	Filter	4.74
Total WATER EXPENDITURES:			2,915.93
<b>WATER DEBT SERVICE EXPENDITRES</b>			
<b>63-4800-4200 PROF.SERVICES-PAYING AGENT</b>			
ZIONS BANK	3872588B-7	Revenue Bond Series 2015B - Admin Fee	450.00
Total WATER DEBT SERVICE EXPENDITRES:			450.00
Total WATER FUND:			3,365.93
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7600 MACHINERY AND EQUIPMENT</b>			
DC ENGINEERING	21KET01-1	Northwood Well Standby Power Evaluation	750.00
<b>64-4340-7653 WATER METER REPLACEMENT</b>			
FERGUSON ENTERPRISES, LLC	0783924	Meter Parts	1,544.86
FERGUSON ENTERPRISES, LLC	0783928	Meter Parts	830.01
<b>64-4340-7800 CONSTRUCTION</b>			
C & R ELECTRIC, INC.	11145	Electrical Supplies & Labor - 4th and Walnut	253.22
BP LOCATING LLC	1160	Underground Utility Locating	1,650.00
<b>64-4340-7802 KETCHUM SPRING WA CONVERSION</b>			
LUNCEFORD EXCAVATION, INC.	12177	Equipment usage and Labor	1,260.00
S & C ASSOCIATES LLC	2001	21-1017	1,284.00
Total WATER CIP EXPENDITURES:			7,572.09
Total WATER CAPITAL IMPROVEMENT FUND:			7,572.09
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	806786	Admin Fees May 2021: FSA & HRA	29.65
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	297341	Batteries, Clipboard	18.67

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	65706	Postage	630.83
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11899345	5192 060421	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11899347	5292 060421	120.56
ATKINSONS' MARKET	05422831	Distilled Vinegar	6.44
ATKINSONS' MARKET	08291424	Tazo Tea	12.23
GEM STATE PAPER & SUPPLY	1044792-02	Lysol Disinfectant	68.92
GEM STATE PAPER & SUPPLY	1052057	Trash Bags, Pine Sol, Bath Tissue, Paper Towels, Mop Bucket wringer combo	470.32
US BANK	9642 052521	Durawear-MX 4 Gas Monitor	195.23
US BANK	9642 052521	Amazon-Gloves	195.99
<b>65-4350-3600 COMPUTER SOFTWARE</b>			
WIN-911 SOFTWARE	EEF46CB2-202	Customer Care Subscription	660.00
<b>65-4350-3800 CHEMICALS</b>			
NORTH CENTRAL LABORATORI	455044	Lab Supplies	1,048.15
THATCHER COMPANY, Inc.	1521062	CREDIT	480.00-
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	81577	Chemicals and shipping	418.44
BACKGROUND INVESTATION B	CIT025060121-	Background Checks	57.95
S & C ASSOCIATES LLC	1992	19-1063	59.00
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
PIPECO, INC.	S4177006.001	Coupling, Pipe, Tape, & Nipple	11.03
PIPECO, INC.	S4181387.001	Coupling & Pipe	41.34
SUPERIOR DOOR CO., INC.	9754	Door Repair	679.20
US BANK	9642 052521	Amazon-Stenner Pump	34.05
US BANK	9642 052521	Amazon-Dewalt Battery	59.98
US BANK	9642 052521	Amazon-Soenoid Valve	1,132.56
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
BROOKS WELDING	14225	Materials	20.00
PIPECO, INC.	S4166225.001	Pipe wrap tape	6.27
US BANK	9642 052521	Amazon-NaviTrack Scout Locator	1,330.39
US BANK	9642 052521	Amazon-Remote Transmitter	306.28
SWS	0132888-IN	Hose, High Pressure Nozzle, Roto Drill	3,661.20
Total WASTEWATER EXPENDITURES:			10,821.86
<b>WASTEWATER DEBT SERVICE EXP</b>			
<b>65-4800-4200 PROF.SERVICES-PAYING AGENT</b>			
ZIONS BANK	3872584C-7	Revenue bond Series 2014C - Admin Fee	450.00
Total WASTEWATER DEBT SERVICE EXP:			450.00
Total WASTEWATER FUND:			11,271.86
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-4200 PROFESSIONAL SERVICES</b>			
S & C ASSOCIATES LLC	2008	20-1069	429.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>95-4193-5200 UTILITIES</b>			
CITY OF KETCHUM	053121-208	191 W 5th St- May 2021	463.96
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
CORE CONSTRUCTION SERVICES	201001702	New City Hall (Job No. 20-10-017)	5,000.00
Total ESF TRUST EXPENDITURES:			5,892.96
Total ESSENTIAL SERVICES FAC. TRUST:			5,892.96
Grand Totals:			462,606.41

## 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 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Receive and File Treasurer's Monthly Financial Report**

#### Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly report in accordance with statutory requirements and adopt the following motion:

***"I move to receive and file the Treasurer's financial report."***

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.

#### Introduction and History

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

#### Analysis

Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

#### Sustainability Impact

There is no sustainability impact arising from this reporting.

#### Financial Impact

There is no financial impact arising from this reporting.

#### Attachments

- Attachment A: Monthly Financial Report Charts



## Monthly Financial Reports

As of May 31, 2021

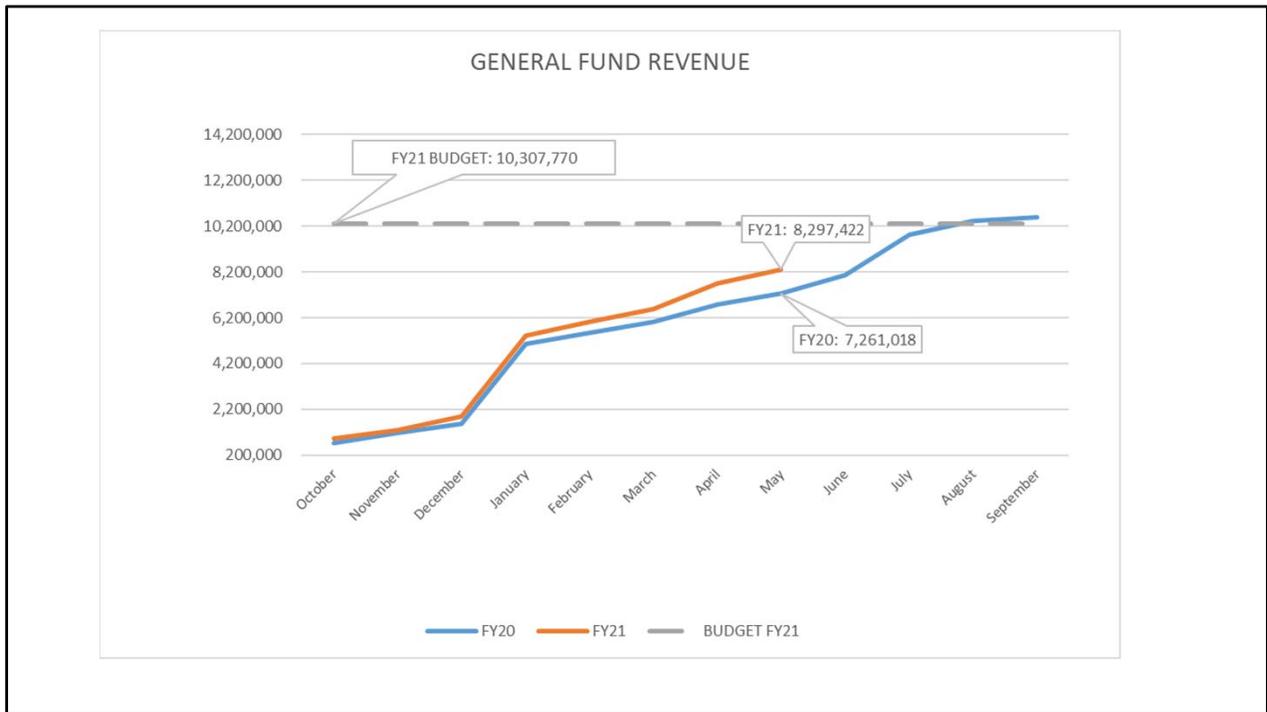


This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

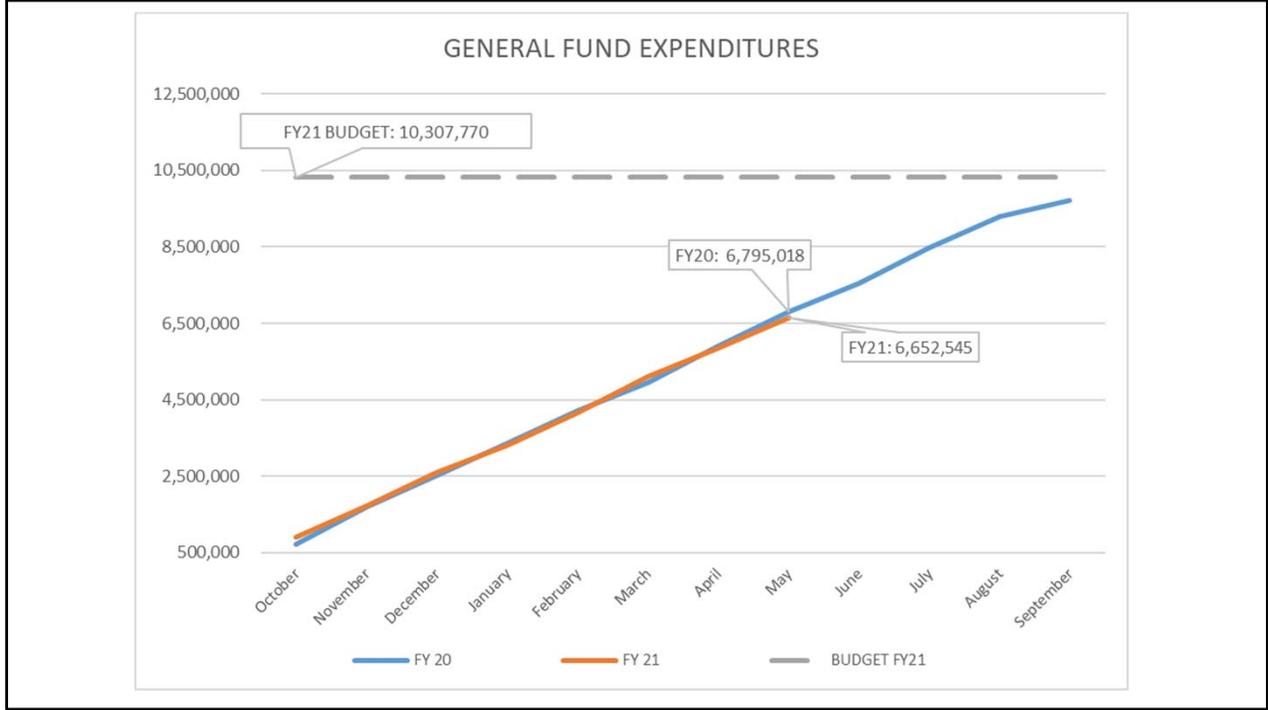
Each chart includes information on current progress relative to the prior year and also the current budget. Where deviations are 5% or greater, an explanation on the major drivers of such changes is included.

# General Fund

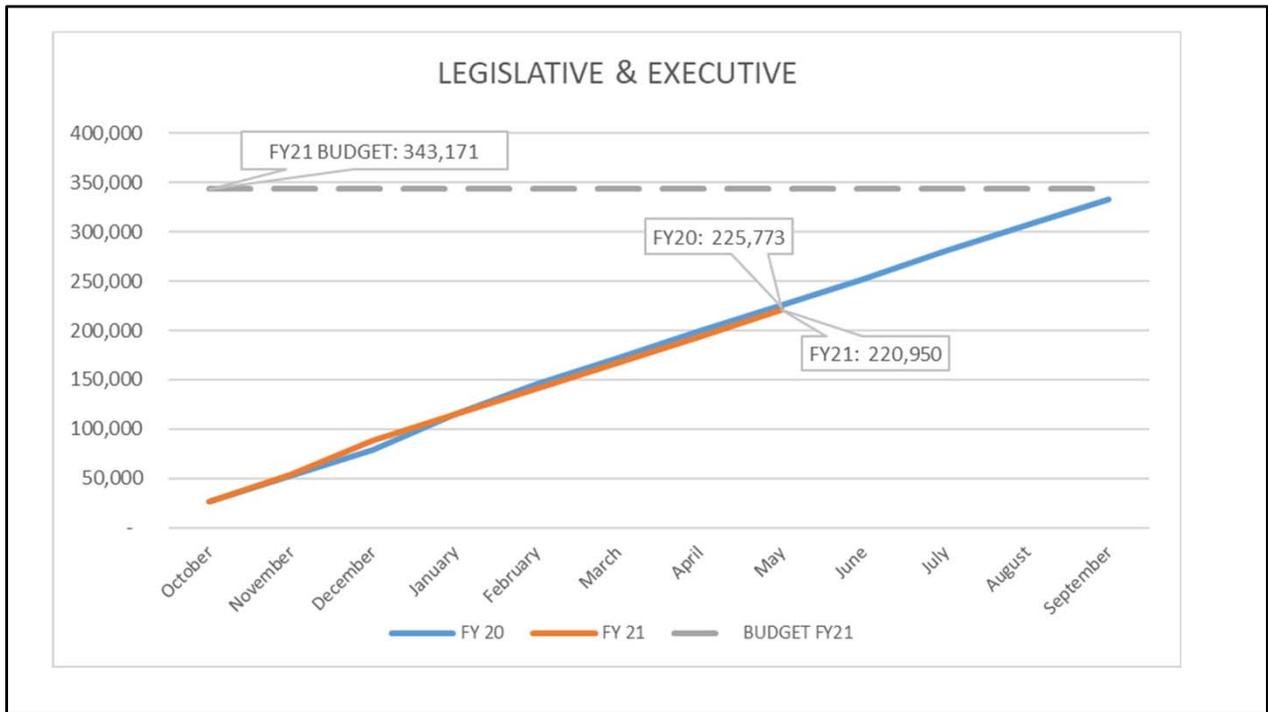
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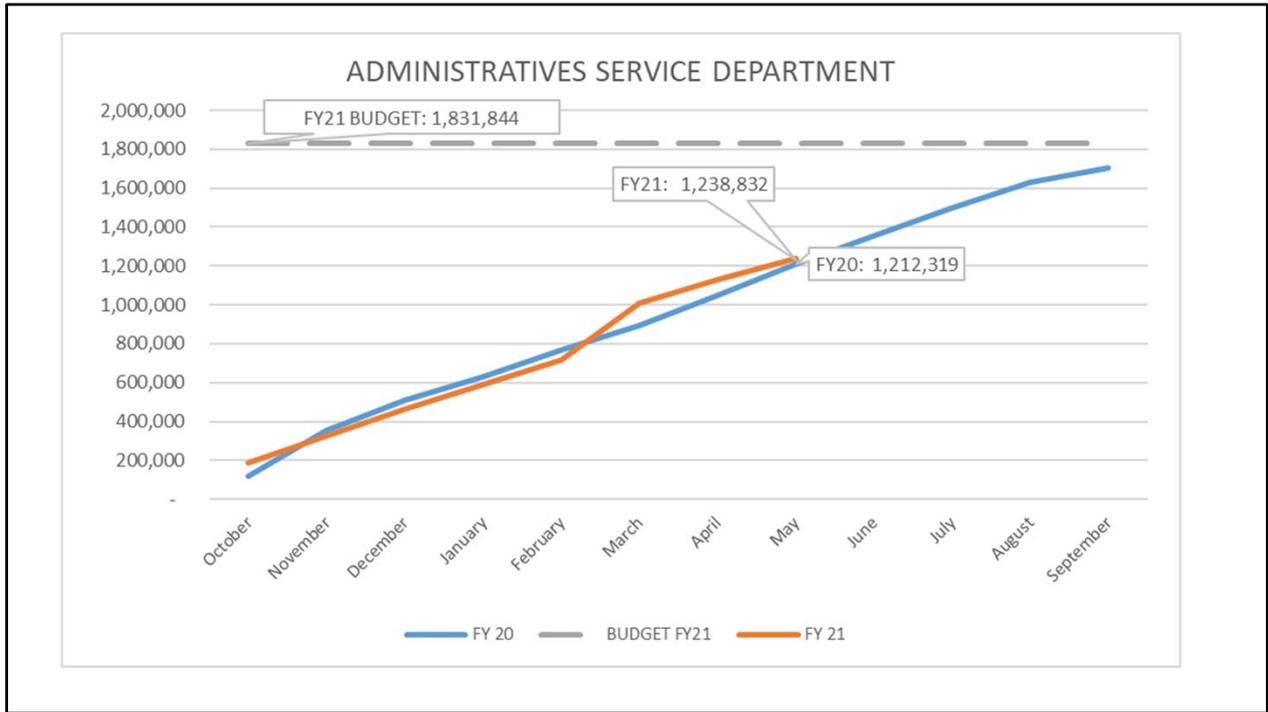
The General Fund revenues are up approximately \$1,036,404 (14.3%) in FYTD compared to FY2021. This increase is largely due to three revenue sources, property tax, planning and building fees and state shared grants.



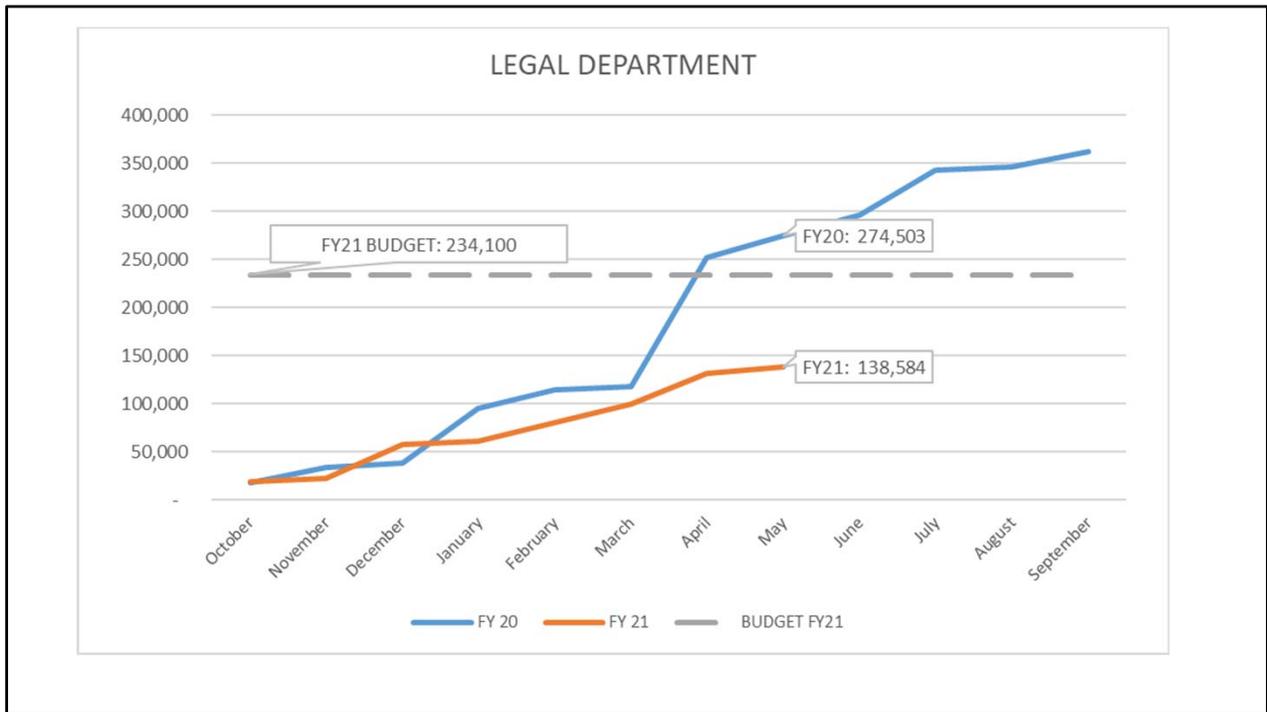
The General Fund expenditures are down 142,473 (2%) FYTD.



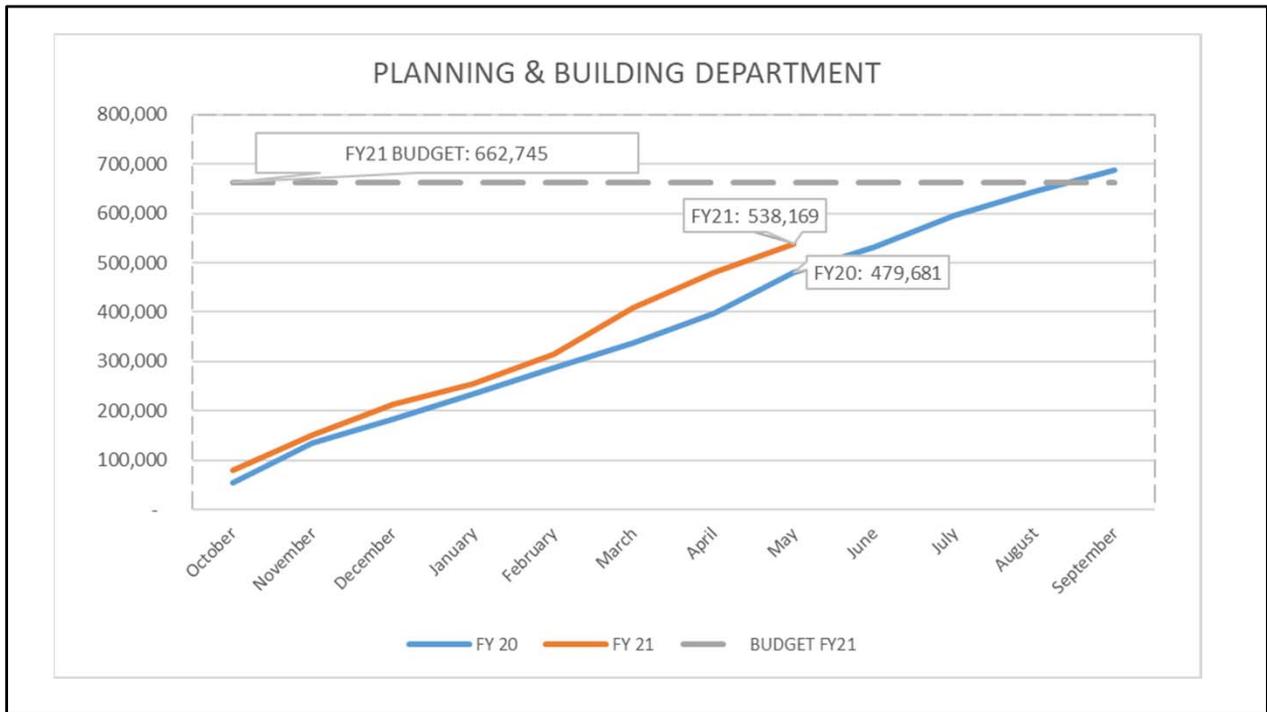
The Legislative & Executive Department expenditures are down \$4,823 (2%) FYTD.



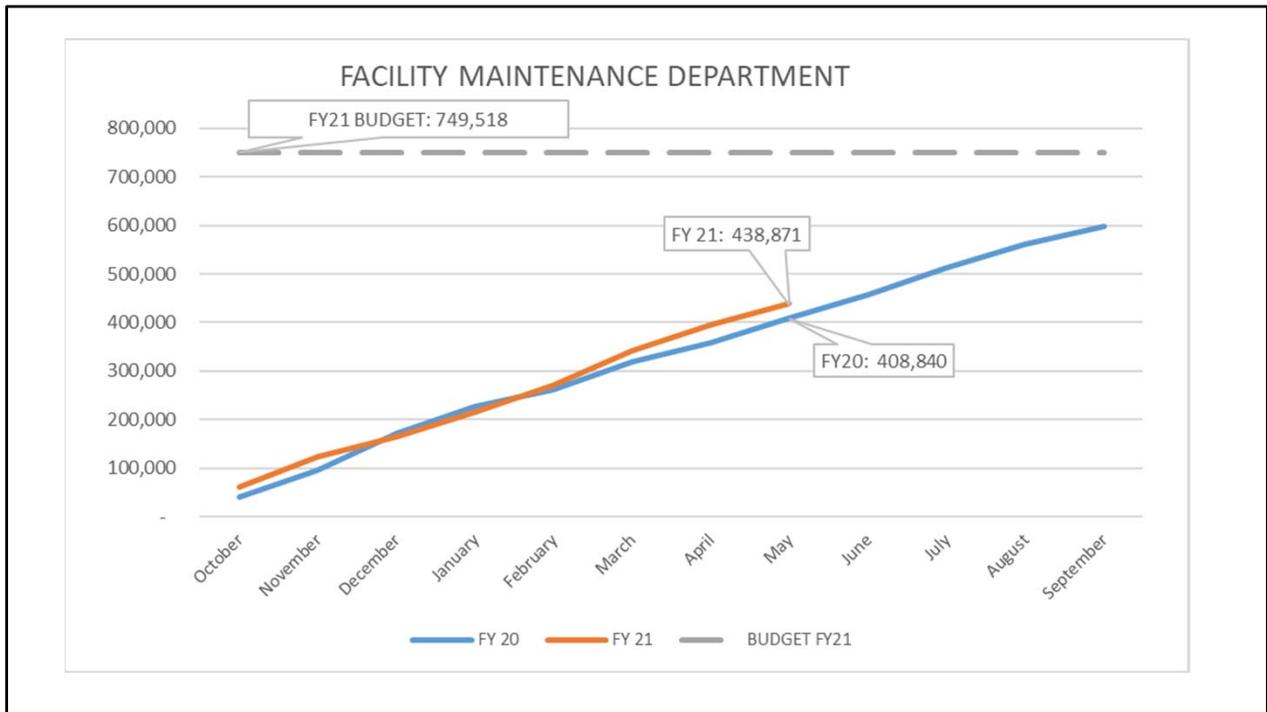
The Administrative Services Department expenditures are up \$26,513 (2%) FYTD.



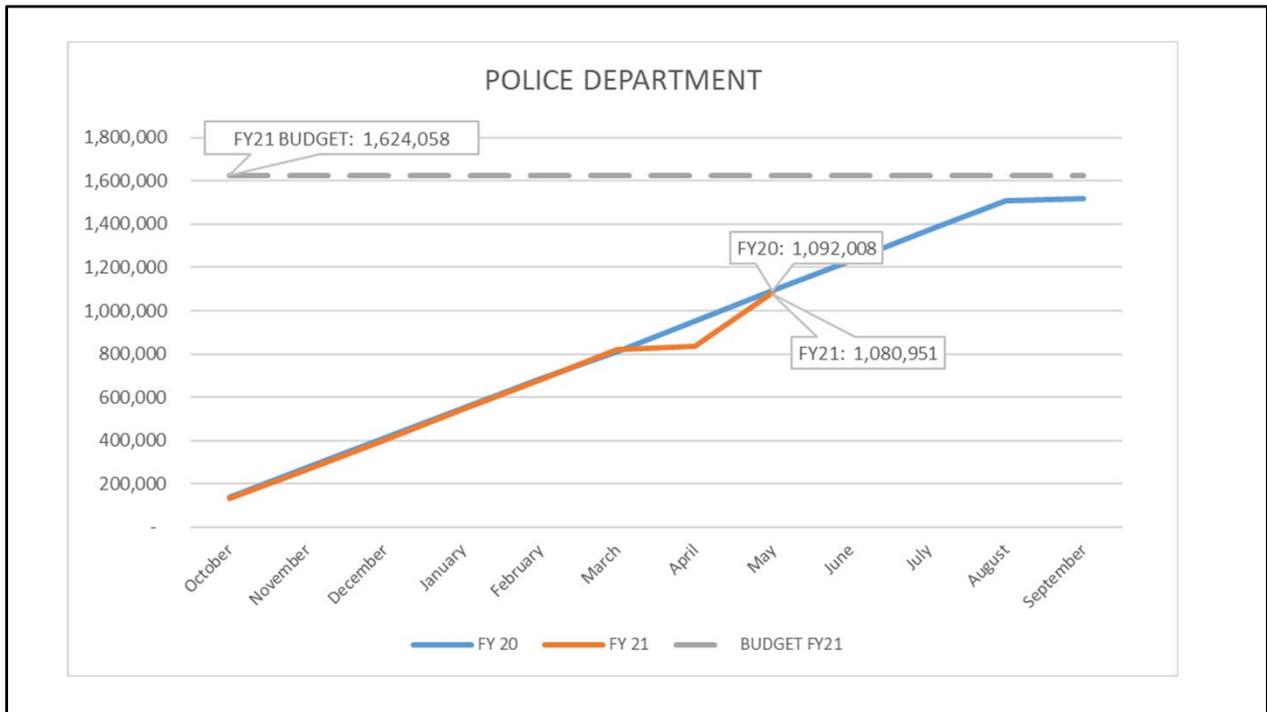
The Legal Department expenditures are down \$135,919 (49.5%) FYTD. This decrease is largely due to professional service fees.



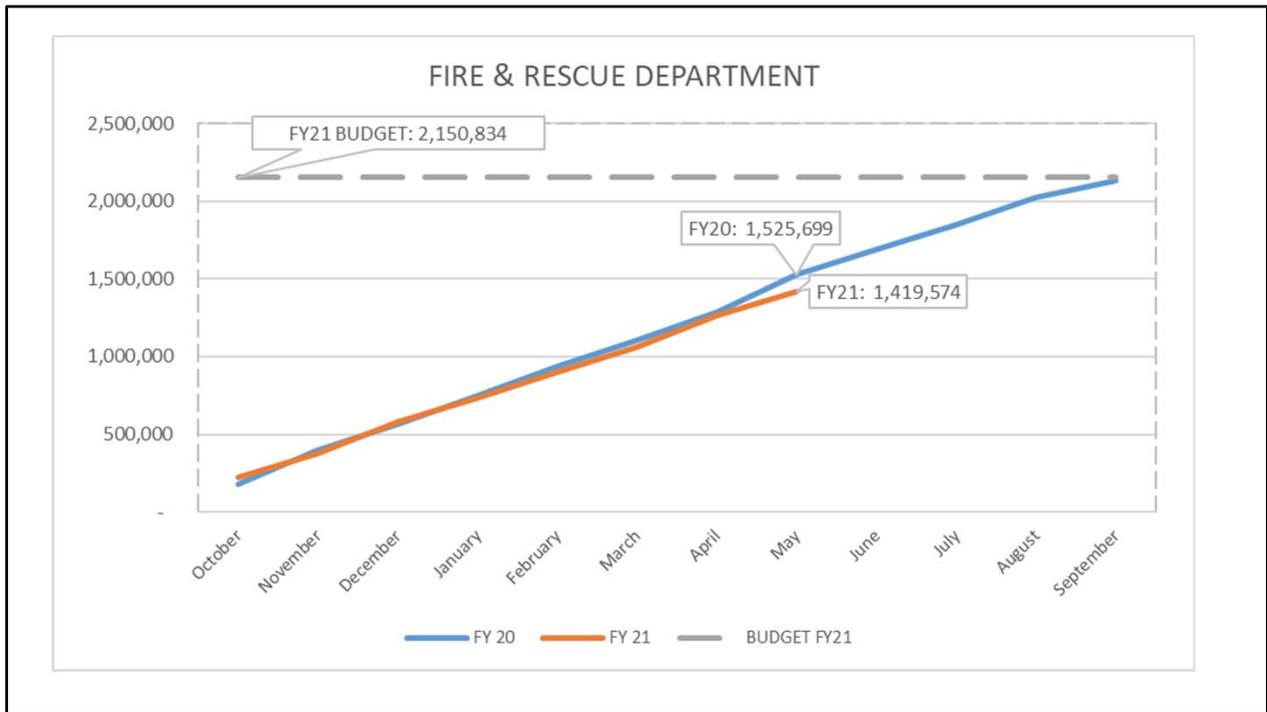
The Planning & Building Department expenditures are up \$58,488 (12%) FYTD. This increase is due to the amount of building permit applications processed through DBS.



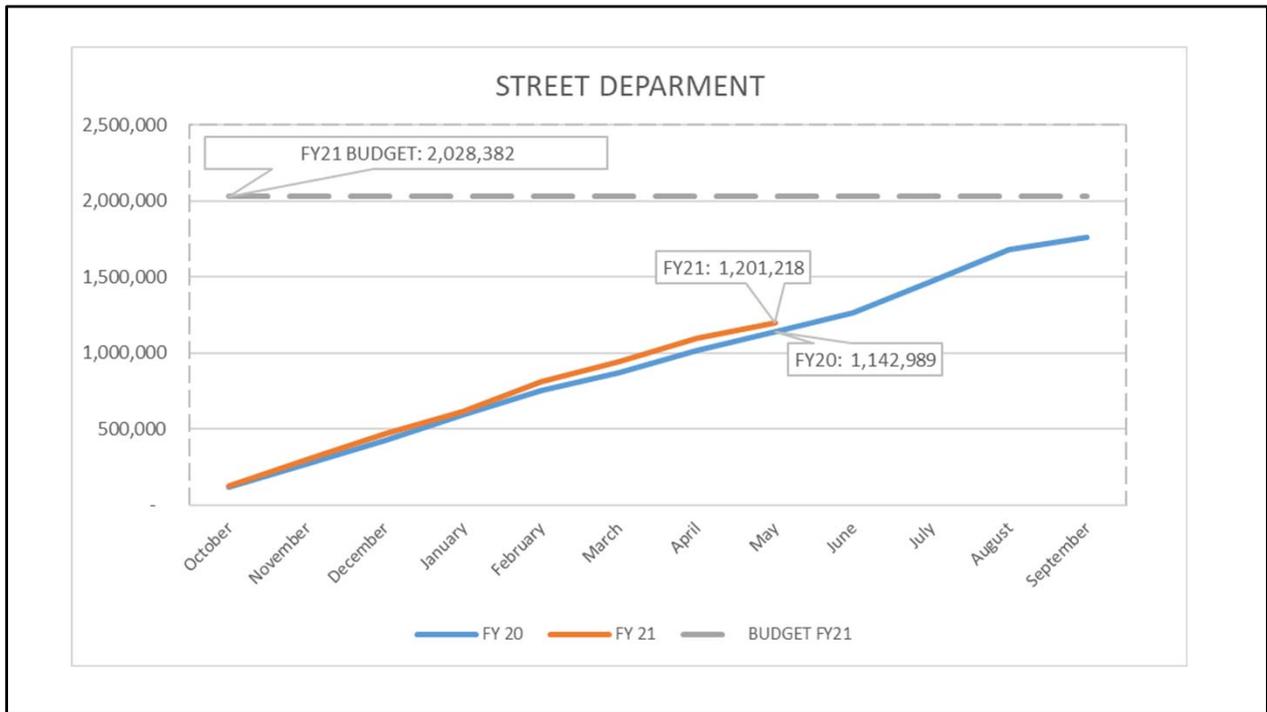
The Facilities Maintenance Department expenditures are up \$30,031 (7%) FYTD. This increase is due to staffing changes.



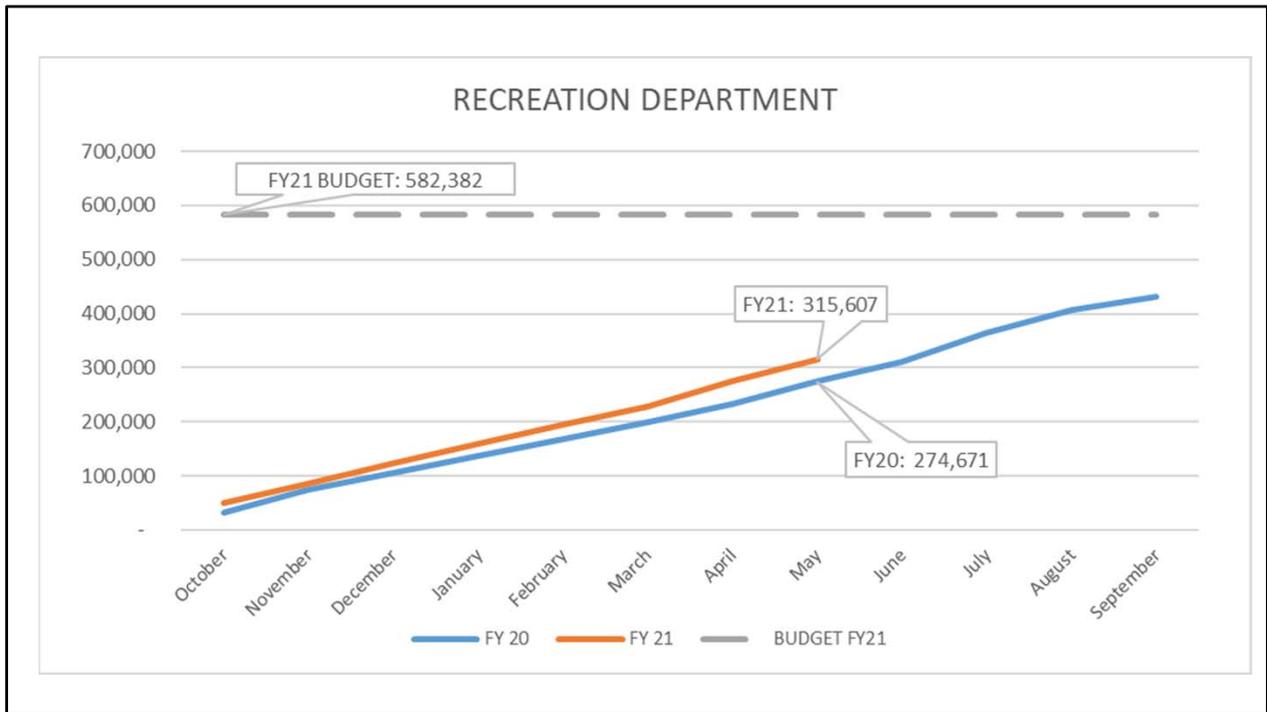
The Police Department expenditures are down \$11,057 (1%) FYTD.



The Fire & Rescue Department expenditures are down \$106,125 (7%) FYTD. This increase is largely due to salaries and benefit costs with one open position.



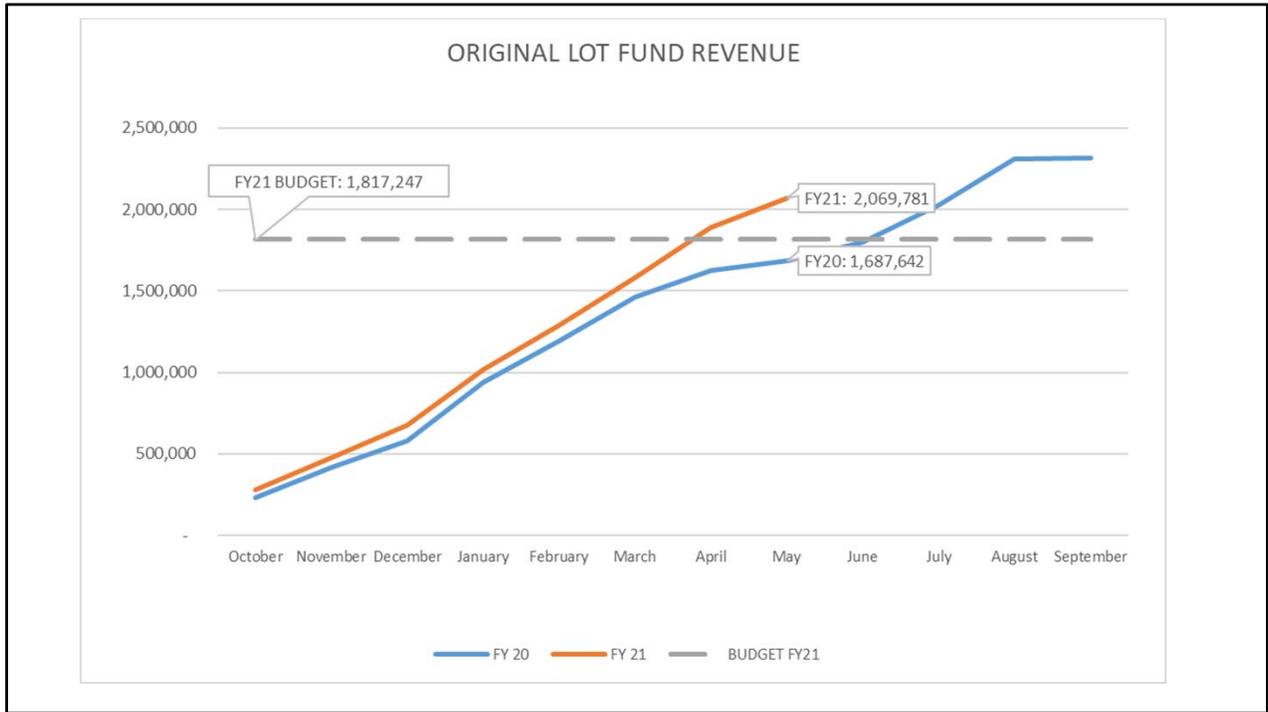
The Streets Department expenditures are up \$58,229 (5%) FYTD. This increase is largely due to weather related expenses.



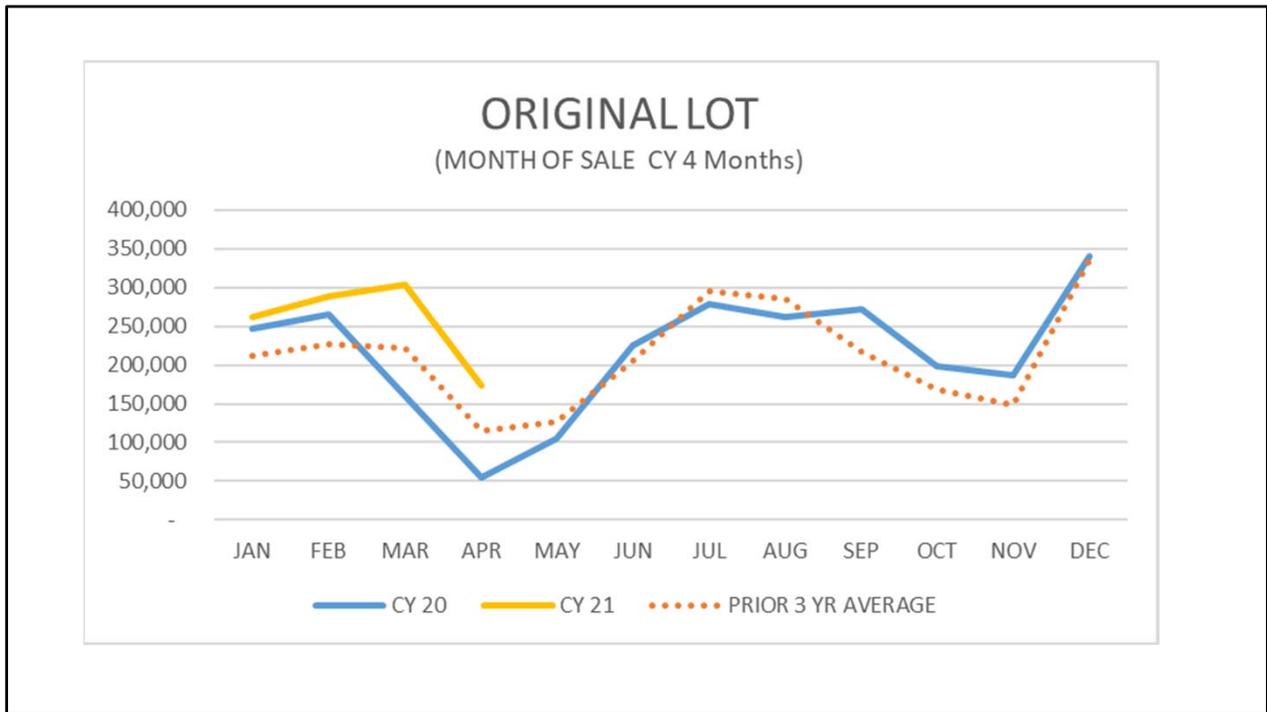
The Recreation Department expenditures are up \$40,936 (15%) FYTD. This increase is largely due to salary and benefit costs.

# LOT Analysis

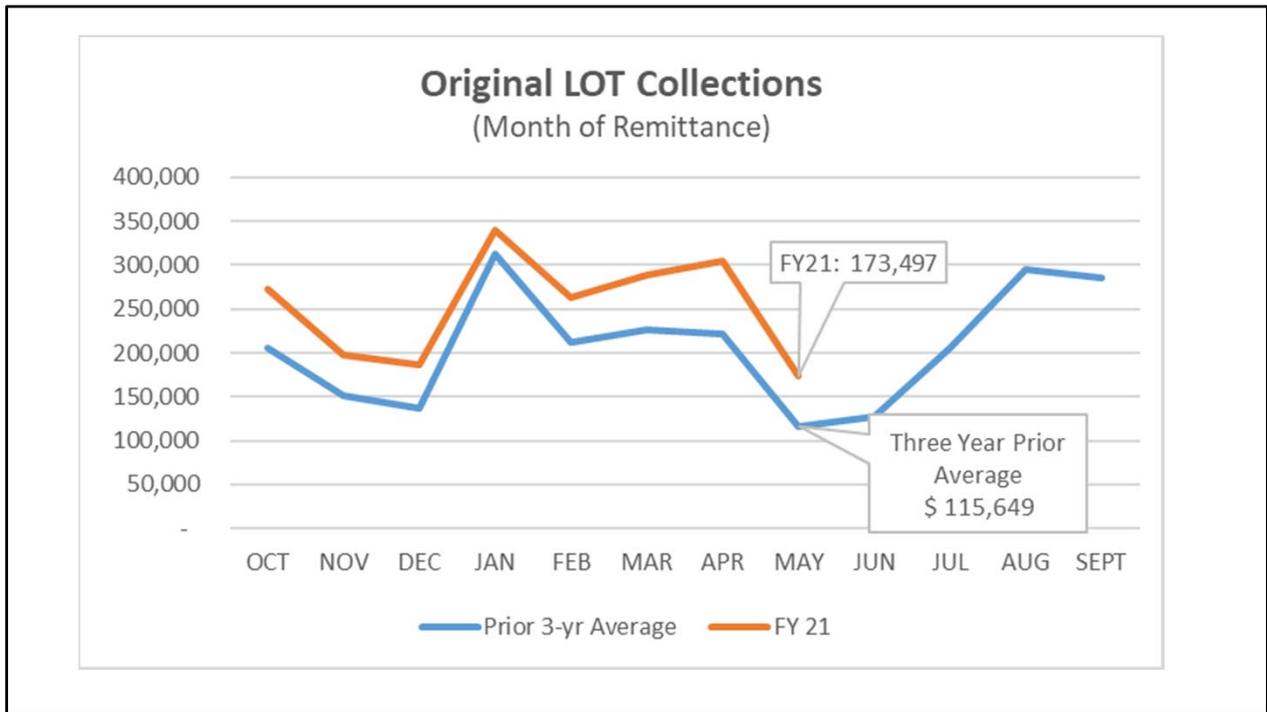
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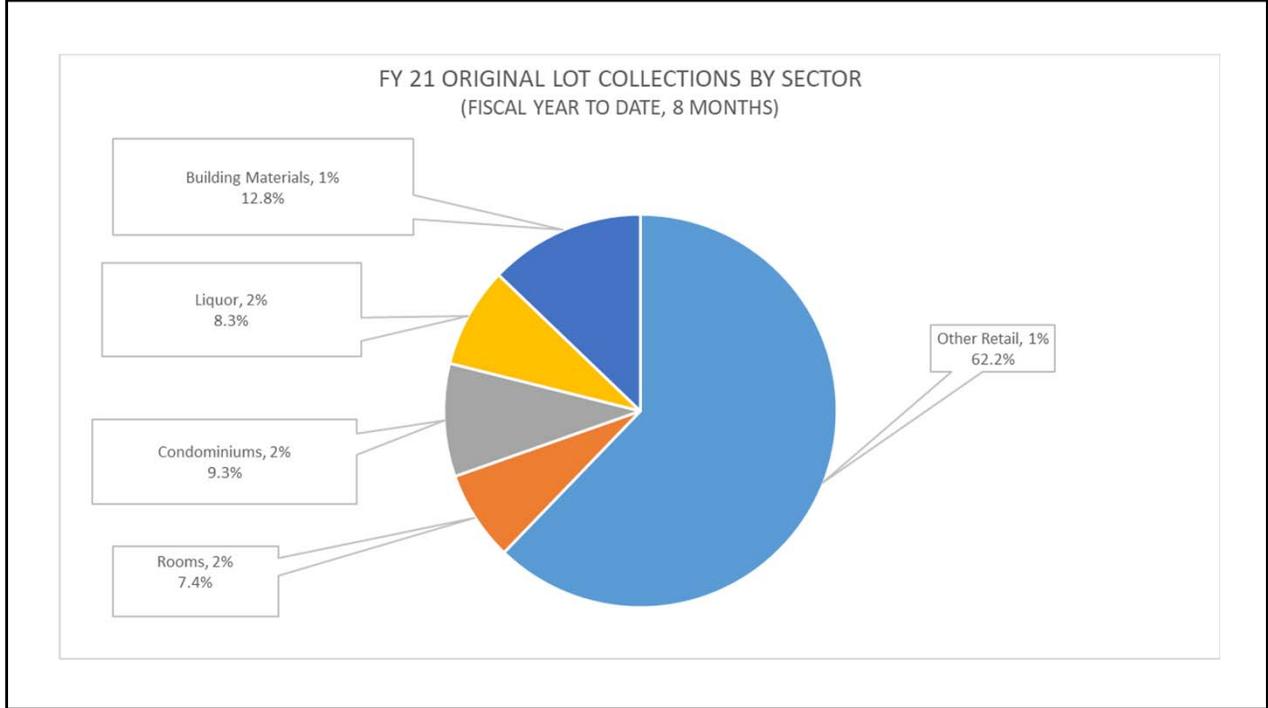
Revenue to the Original LOT Fund is up approximately \$382,139 (22.6%) FYTD. This increase is largely due to retail, condo and building material receipts.



Original LOT for March month of sale are up approximately 67.9% compared to last year and up approximately 50% compared to the prior three-year average.

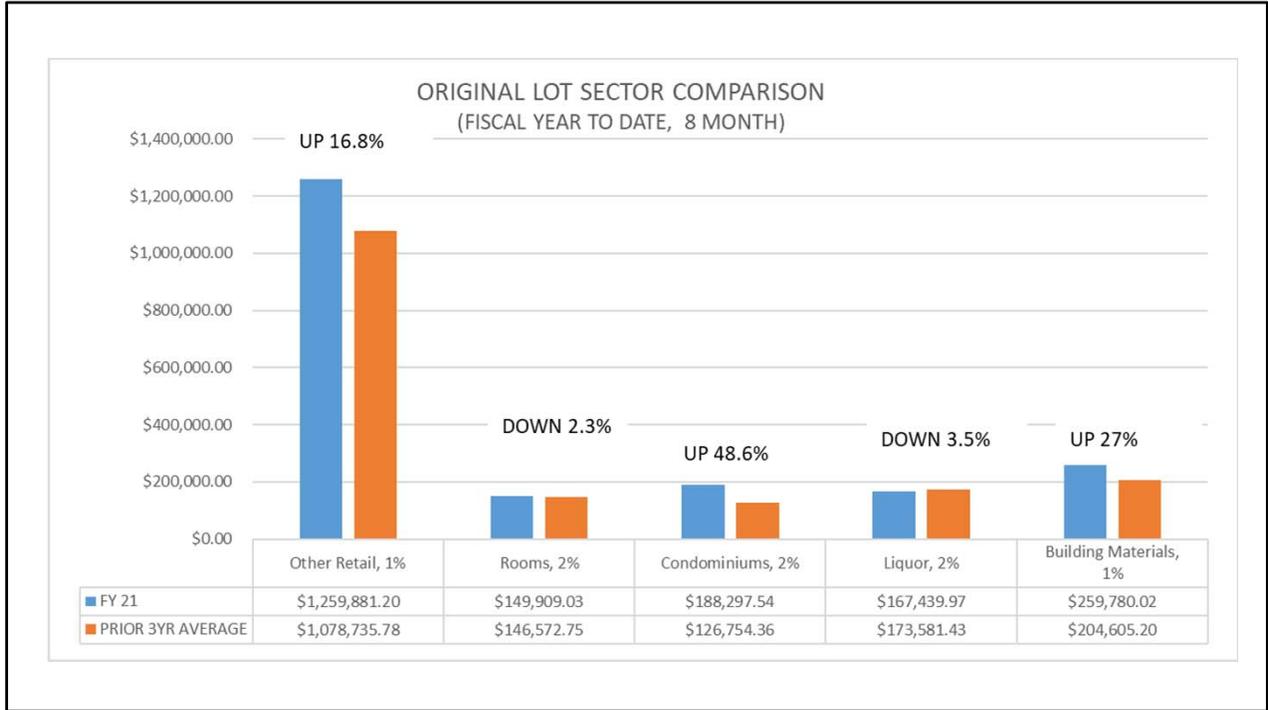


Revenues from Original LOT covered sales are up approximately 50% compared to the average of the prior three years.



To date in FY 21 (8 months), Original LOT collections have been generated by each sector as follows:

1. Retail has generated 62.2% of the total.
2. Building Materials have generated 12.8%.
3. Liquor has generated 8.3%
4. Rooms have generated 7.4%.
5. Condominiums have generated 9.3%.

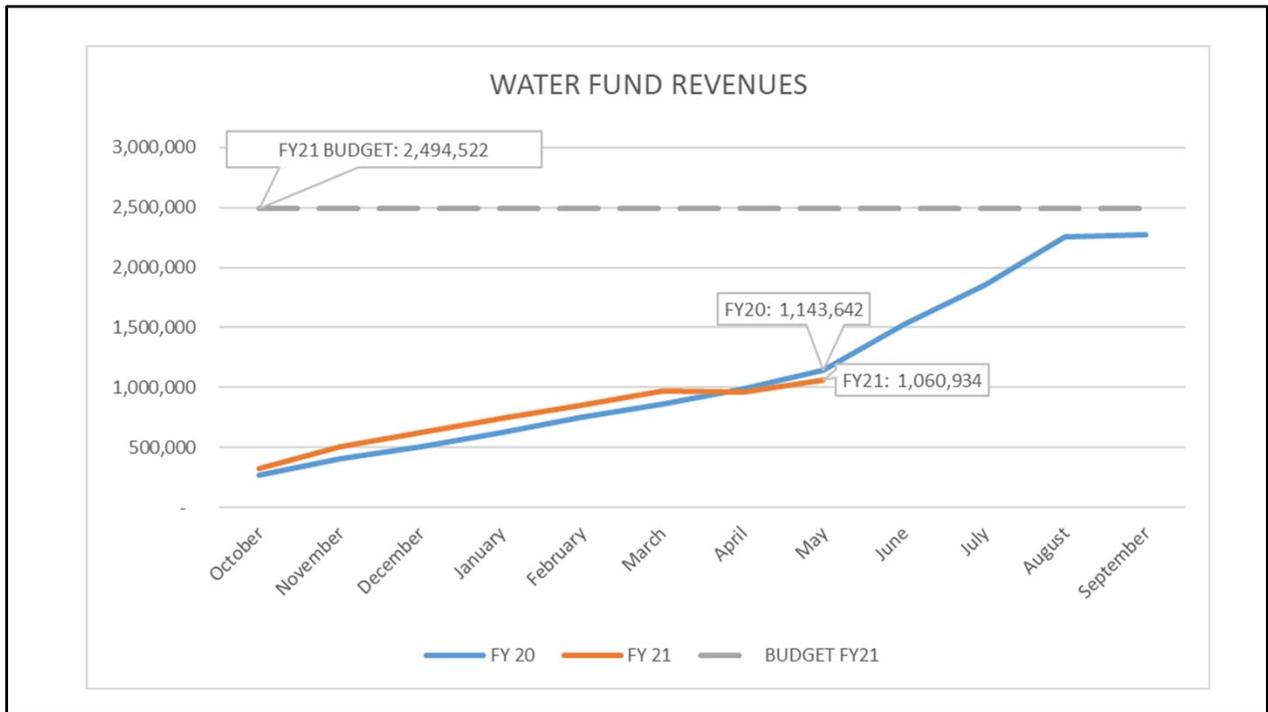


Through the first 8 months of FY 21, collections compared to the prior three-year average are as follows:

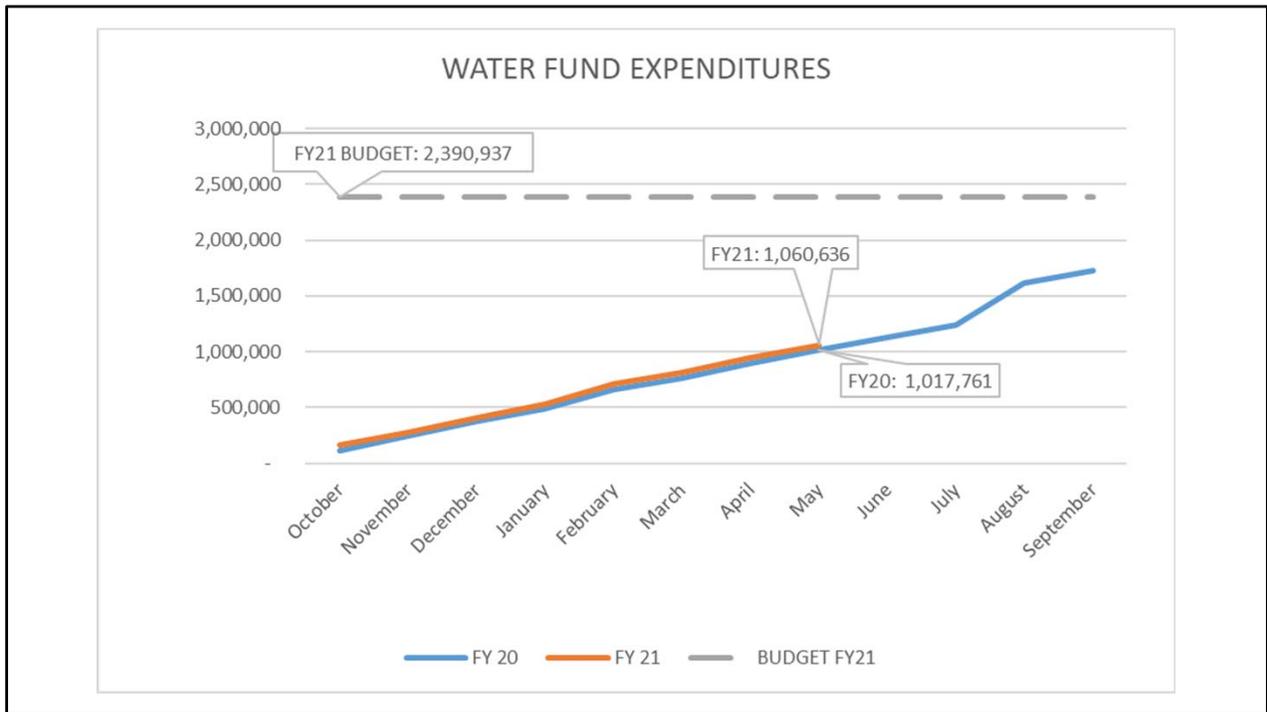
1. Retail is up 16.8%.
2. Rooms are down 2.3%.
3. Condominiums are up 48.6%
4. Liquor is down 3.5%.
5. Building Materials are up 27%.

# Enterprise Funds

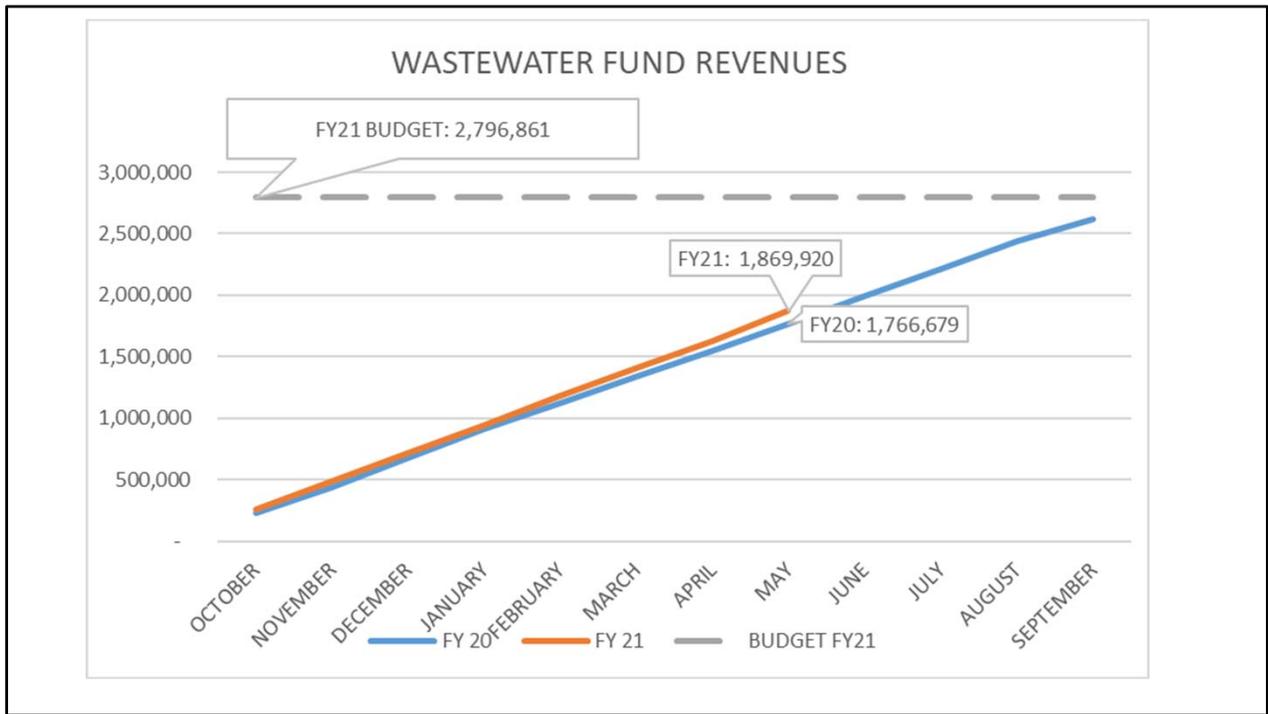
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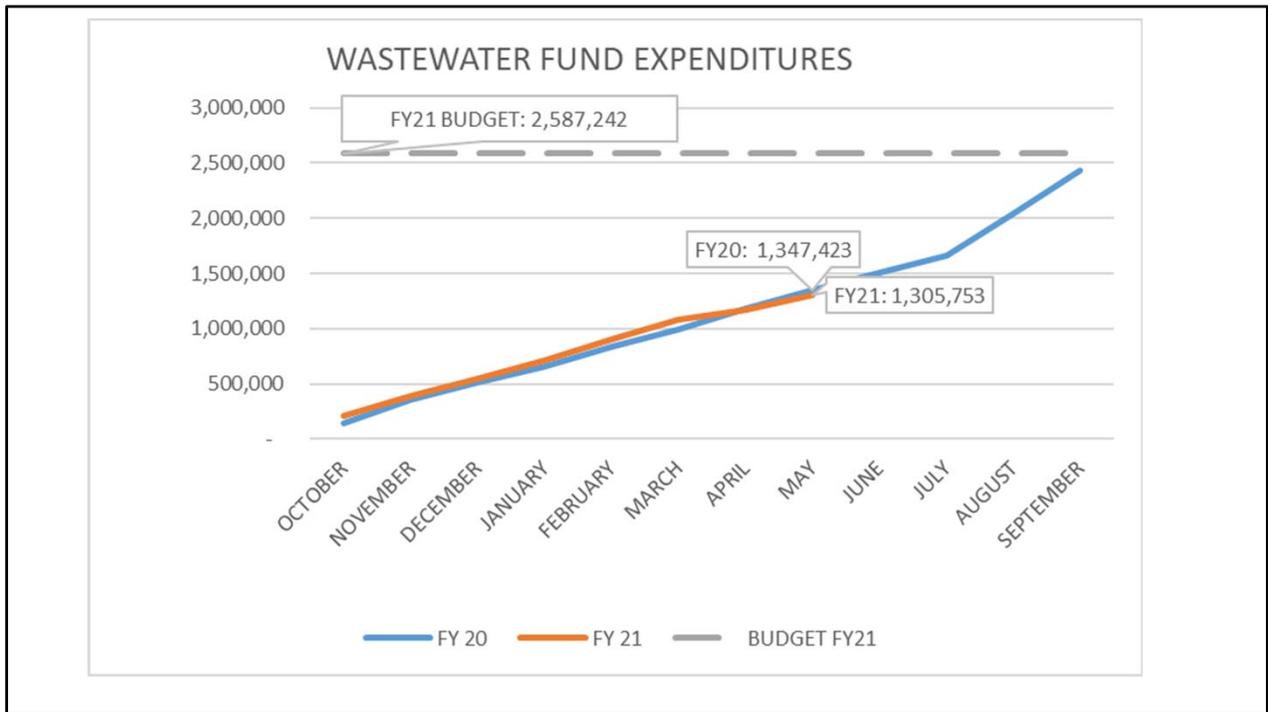
The Water Fund revenues are down \$82,708 (7%) FYTD.



The Water Fund expenditures are up \$42,875 (4%) FYTD.



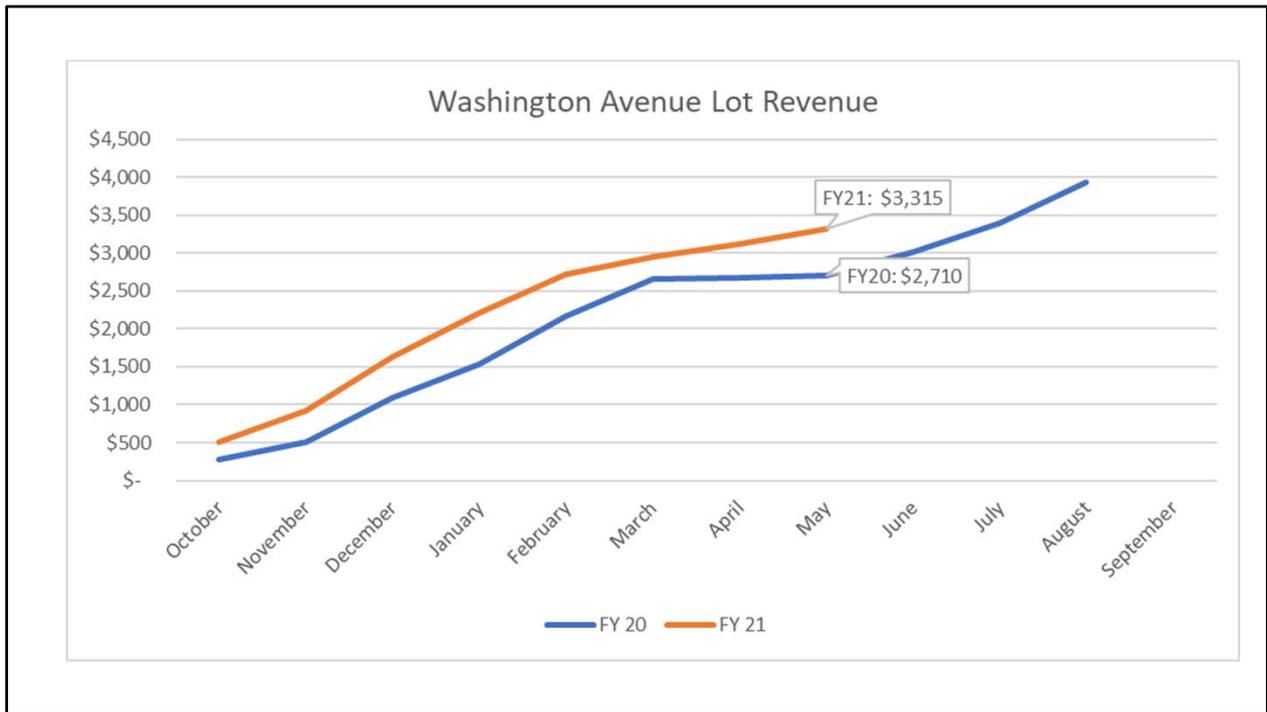
The Wastewater Fund revenues are up \$103,241 (5.8%) FYTD due to increased charges for service.



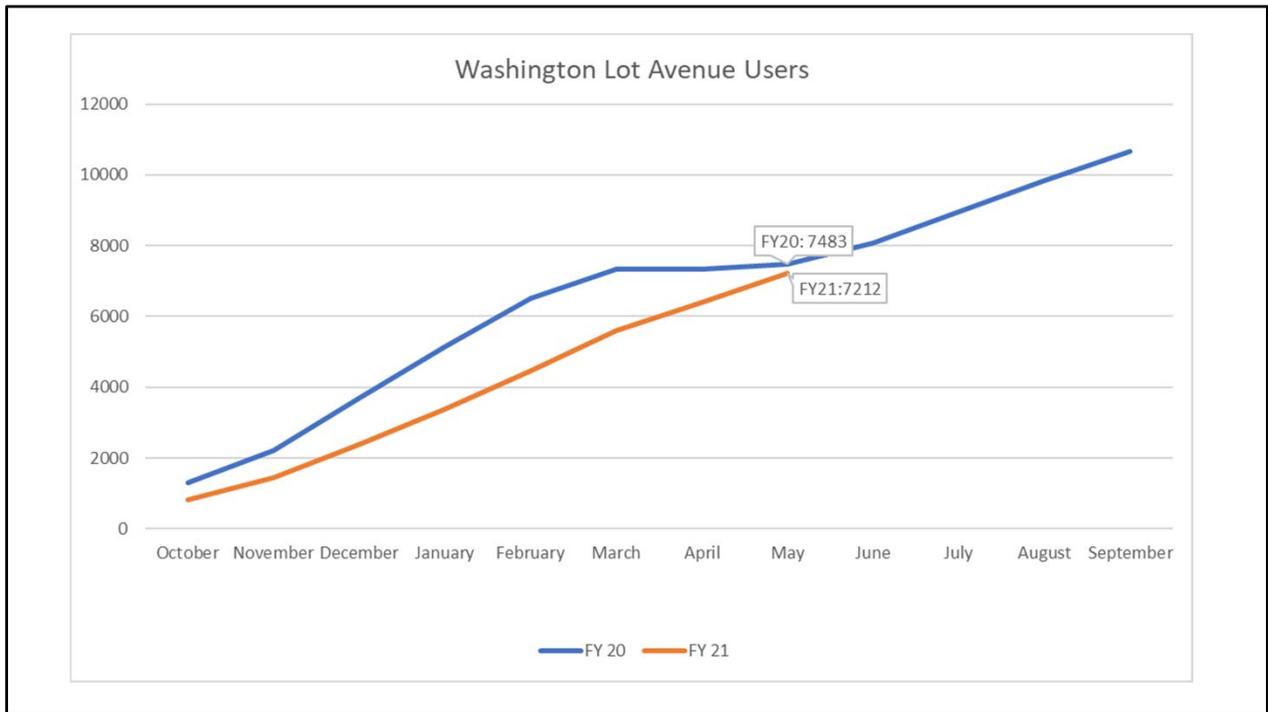
The Wastewater Fund expenditures are down \$41,670 (3%) FYTD.

# Off-Street Parking Lots

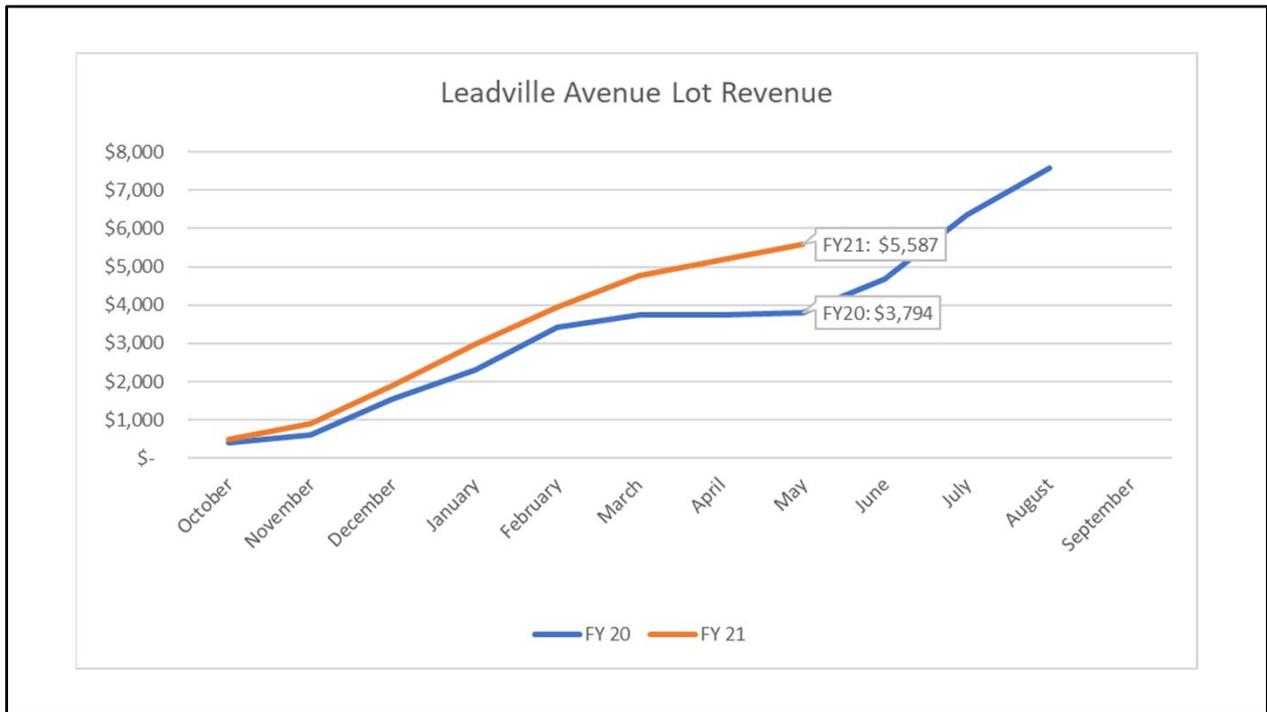
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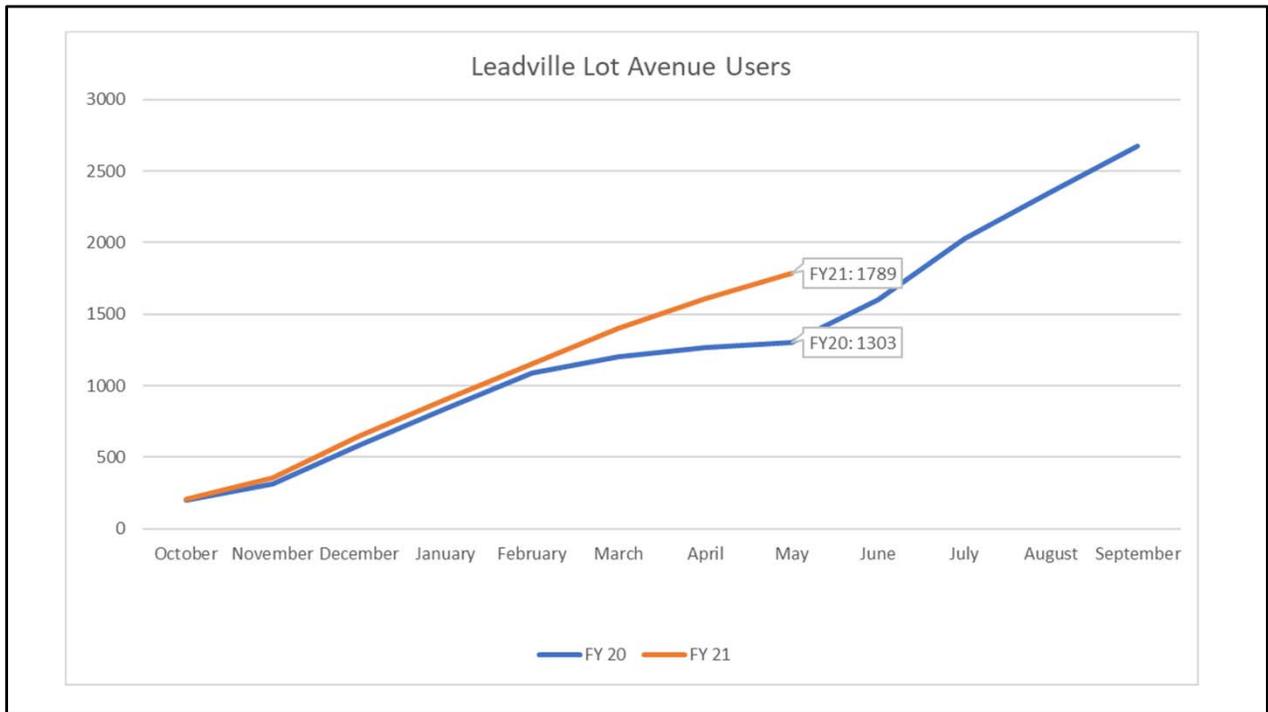
In the fiscal year to date, revenues at the Washington Avenue parking lot are up \$605 (22.3%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is down 271 (3.6%) relative to the prior year.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$1,793 (47.3%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 486 (37.3%) relative to the prior year.



## City of Ketchum

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Change Order #6 to Contract 20454 with Core Construction**

#### Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to sign Change Order #6 to Contract 20454 with CORE | Headwaters LLC:

**"I move to approve Change Order #6 increasing Contract 20454 from \$9,328,712 to \$9,470,319; and authorize the Mayor to sign the Change Order."**

The reasons for the recommendation are as follows:

- Memorialize Councils June 7, 2021 approval for paving and painting of the unpaved parking area lot south of the new fire station
- Core Construction is already mobilized on site with subcontractors who will be doing similar work
- Completion of the unpaved parking area is necessary to meet agreed upon parking space availability with the YMCA
- Funds for CO#6 will be paid for from the City's existing CIP fund balance

#### Introduction and History

During the siting and design of the new fire station project, parking was a key community discussion item. To that end, the city retained Galena Engineering to complete a new parking configuration to achieve the total parking space count for both the new fire station as well as the YMCA community use.

#### Analysis

Change Order #6 will provide a change order through CORE Construction in order to have the same excavation and pavement vendor for the fire station project complete this additional work at the same time.

#### Sustainability Impact

There is no direct sustainability connection.

Financial Impact

This change order will be funded/transferred from the City's CIP fund balance.

Attachments

- Attachment A: Change Order #6 Contract 20454

Project Description: Fire Station #1

CM/GC Change Order #:006

Effective Date: June 21, 2021

Additional Time Granted:0 days

New Contract End Date:

Unchanged Contract Price Impact

Original Contract Price: \$9,320,940.00

Total of Prior Change Orders: \$ 7,772.00

Contract Price Prior to this Change Order: \$9,328,712.00

Increase / (Decrease) of this Change Order: \$ 141,607.00

Contract Price Incorporating this Change Order: \$ 9,470,319.00

Acceptance

---

Neil Bradshaw, Mayor  
City of Ketchum

### Change Order

<b>PROJECT:</b> <i>(name and address)</i> Ketchum Fire Station #1 107 Saddle Road, Ketchum, ID	<b>CONTRACT INFORMATION:</b> Contract For: Ketchum Fire Station #1 Date:	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 006 Date: June 16, 2021
<b>OWNER:</b> <i>(name and address)</i> City of Ketchum, Idaho 480 E. Ave. N., PO Box 2315 Ketchum, ID 83340	<b>ARCHITECT:</b> <i>(name and address)</i> Galena Engineering 317 N River St. Hailey, ID 83333	<b>CONTRACTOR:</b> <i>(name and address)</i> CORE Headwaters, LLC 900 Jet Stream Drive Rexburg, ID 83440

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Provide sidewalk with thickened edge, ADA ramps, drainage improvements including drywells and catch basin, paving, base and subbase preparation, striping, and ADA signage.

The original (Contract Sum) (Guaranteed <input type="checkbox"/> ) was	\$ <u>9,320,940.00</u>
The net change by previously authorized Change Orders	\$ <u>7,772.00</u>
The (Contract Sum) (Guaranteed <input type="checkbox"/> ) prior to this Change Order was	\$ <u>9,328,712.00</u>
The (Contract Sum) (Guaranteed <input type="checkbox"/> ) will be (increased <input type="checkbox"/> ) by this Change Order in the amount of	\$ <u>141,607.00</u>
The new (Contract Sum) (Guaranteed <input type="checkbox"/> ) including this Change Order, will be	\$ <u>9,470,319.00</u>
The Contract Time will be (increased <input type="checkbox"/> ) by <u>        </u> unchanged ( <u>0</u> ) days.	
The new date of Substantial Completion will be	

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Galena Engineering</u> ARCHITECT <i>(Firm name)</i>	<u>CORE Headwaters, LLC</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Ketchum, Idaho</u> OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE

1	Concrete sidewalk with thickened edge	\$	27,700.00
2	Grade and prep parking; pave parking, install drywells and inlets	\$	99,840.00
3	Demo two existing light poles	\$	975.00
4	Survey	\$	4,400.00
	Total	\$	141,607.00



*Building. Growing. Leading. ...Since 1937.*

## Budget Evolution Item Summary

### City of Ketchum Fire Station #1

SOUTH PARKING LOT

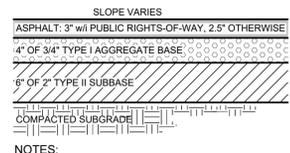
Provide sidewalk w/curb,, paving , and parking marking

Date: 6/15/2021

Description: Provide Sidewalk with curb edge, ADA ramps to parking, Drywells & Catch Basin, Paving, striping, and ADA Signage

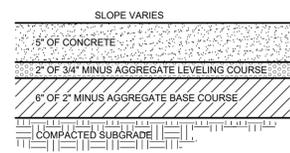
SCOPE	SUBCONTRACTOR	AMOUNT
Concrete curb & gutter and Sidewalk	Garrett Concrete	\$ 27,700.00
Grade and prep parking; Pave Parking		
Install Storm drain & Drywell	Lunceford Excavating	\$ 99,840.00
Demo two Light poles	Magic Valley Electric	\$ 975.00
Survey	Galena	\$ 4,400.00
NOTE: At area South of Generator we will thicken asphalt edge adjacent to planting area. No Concrete curb is indicated.		
SUBTOTAL:		\$ 132,915.00
SUBTOTAL reflects direct costs only on the presumption that costs will come from allowances. If costs are reimbursed by Change Order, TOTAL AMOUNT below reflects the SUBTOTAL with add of agreed upon markup in accordance with the change order pricing.		
Bond and Insurance	CORE	\$ 2,777.00
CMAR FEE	CORE	\$ 5,915.00
Sales Tax	CORE	\$ -
TOTAL AMOUNT:		\$ 141,607.00





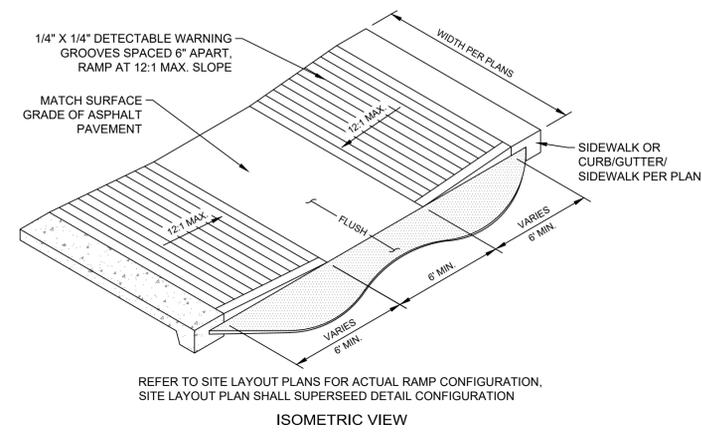
- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**1**  
C1.1 **TYPICAL STREET ASPHALT SECTION**  
N.T.S.



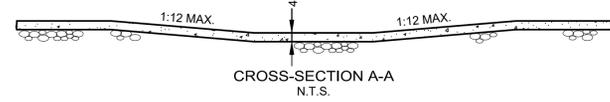
- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**2**  
C1.1 **TYPICAL CONCRETE SECTION**  
N.T.S.

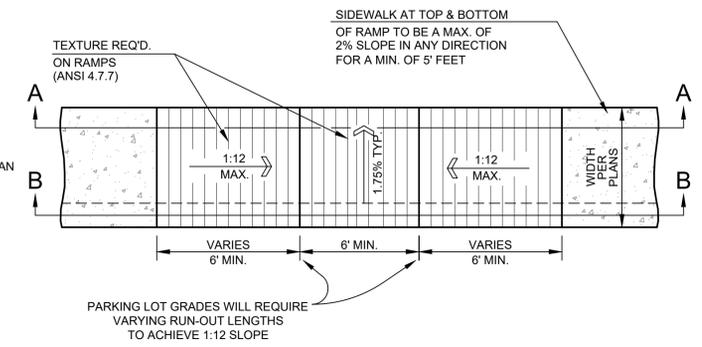


REFER TO SITE LAYOUT PLANS FOR ACTUAL RAMP CONFIGURATION.  
SITE LAYOUT PLAN SHALL SUPERSEED DETAIL CONFIGURATION

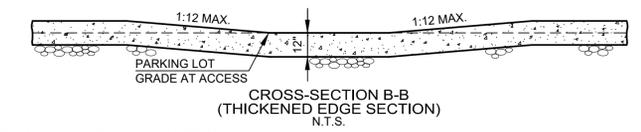
**ISOMETRIC VIEW**



**CROSS-SECTION A-A**  
N.T.S.



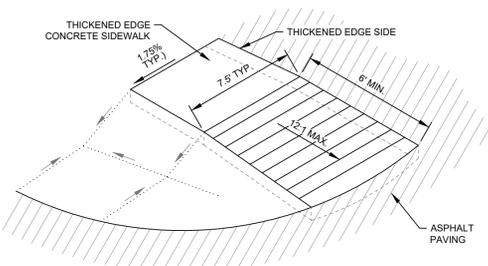
**PLAN VIEW**  
N.T.S.



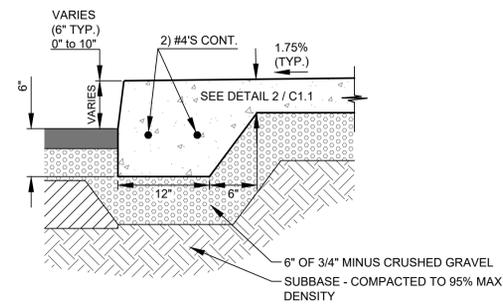
**CROSS-SECTION B-B**  
(THICKENED EDGE SECTION)  
N.T.S.

- NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
  - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
  - MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPMC SPECIFICATIONS.

**3**  
C1.1 **ADA ACCESS RAMP DETAIL #1**  
N.T.S.

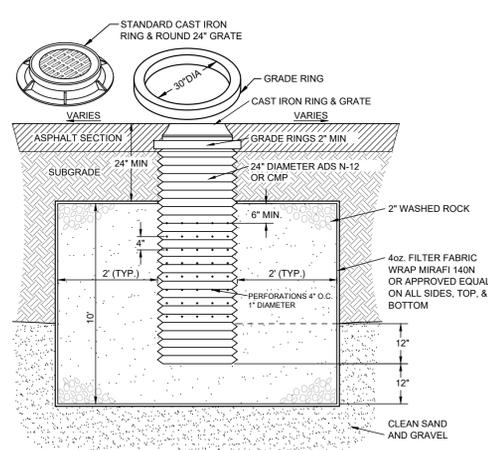


**4**  
C1.1 **ADA ACCESS RAMP DETAIL #2**  
N.T.S.



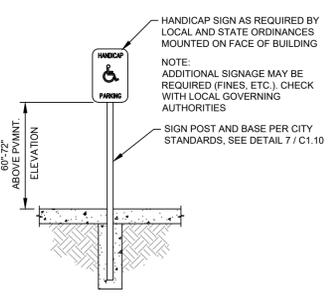
- NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
  - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
  - MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPMC SPECIFICATIONS.

**5**  
C1.1 **THICKENED SIDEWALK EDGE**  
N.T.S.

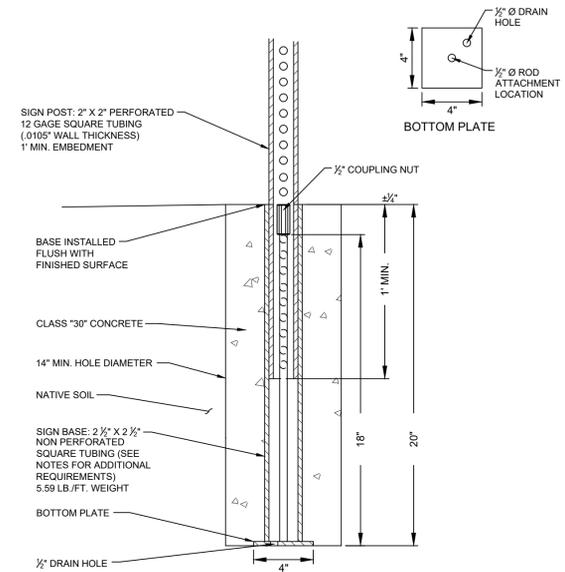


- NOTES:
- THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.
  - MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
  - IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
  - GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

**6**  
C1.1 **DRYWELL DETAIL (6' Ø)**  
N.T.S.



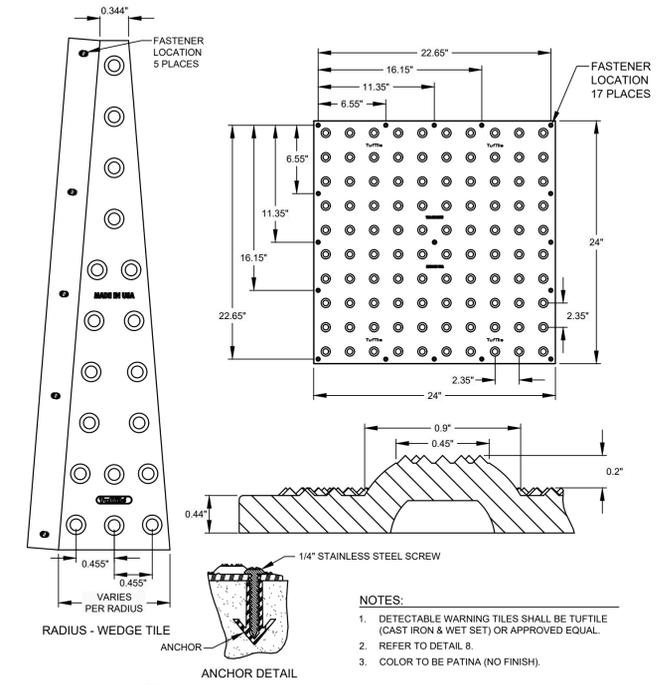
**7**  
C1.1 **ADA SIGN**  
N.T.S.



- NOTES:
- BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
  - ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
  - ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
  - SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
  - CITY TO PROVIDE BASES.

**SIGN BASE MATERIAL & DIMENSION REQUIREMENTS**  
2 1/2" OUTSIDE TUBE STEEL (20' LENGTH)  
2 1/2" INSIDE TUBE STEEL  
3/8" THICK INTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS  
1/2" COLD ROLLED ROD (18' LENGTH)  
1/2" COUPLING NUTS  
**BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS**  
4" X 4" X 1/2" STEEL STRAP

**8**  
C1.1 **TYPICAL SIGN BASE**  
N.T.S.



- NOTES:
- DETECTABLE WARNING TILES SHALL BE TUFTILE (CAST IRON & WET SET) OR APPROVED EQUAL.
  - REFER TO DETAIL 8.
  - COLOR TO BE PATINA (NO FINISH).

**9**  
C1.1 **DETECTABLE WARNING PLATE**  
N.T.S.

**DETAIL SHEET**  
**KETCHUM FIRE STATION- SOUTHERN PARKING LOT**  
LOCATED WITHIN SECTION 12, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR CITY OF KETCHUM

ORIGINAL SIGNED BY  
SAMANTHA STAHLNECKER  
DATE ORIGINAL SIGNED:  
06/03/2021  
**PROFESSIONAL ENGINEER**  
LICENSED  
**17618**  
STATE OF IDAHO  
SAMANTHA STAHLNECKER  
ORIGINAL ON FILE AT  
OFFICE OF GALENA  
ENGINEERING  
(HAILEY, ID)

DESIGNED BY  
CT  
DRAWN BY  
SMF/SKS  
CHECKED BY

**GALENA**  
**ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83433  
(208) 768-1705  
email: galena@galena-engineering.com

NO.	DATE	ISSUE FOR AGENCY REVIEW	REVISIONS

Bid Letter

# GARRETT CONSTRUCTION, INC.

P.O. Box 128  
Ketchum, Idaho 83340  
Phone: (208) 726-2835  
Fax: (208) 726-8976  
IDAHO CONTRACTOR LICENSE  
RCE - 5683

6-15-2021

Mr. Chris Schratwieser  
Core Construction  
7150 Cascade Valley Court  
Las Vegas, NV 89128  
jeffjerome@coreconstruction.com

RE: Proposal  
PROJECT: Ketchum Fire Station  
OWNER: City of Ketchum  
ARCHITECTS: Cole Architects  
ENGINEER: KPFF Structural  
DRAWING DATE: 6-15-2021  
DRAWING NUMBERS: C1.0,C1.1

SUBJECT: Concrete Sitework

Dear Mr. Chris Schratwieser

We are pleased to submit our price in the amount of **TWENTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$27,700.00)** for the concrete work on the referenced project as further described below. The price is based principally upon the particular drawings, specifications and other contract documents listed on Attachment A and B

The proposal, in accordance with the contract specifications, is conditioned upon either the usage of AIA Document A401 (2007 Edition) or a subcontract form, subject to mutually agreed clarifications and changes, otherwise acceptable to Garrett Construction, Inc. Particularly, this price is predicated upon the condition that we shall receive prompt payments for the value of work performed and material delivered.

The information transmitted in this proposal supersedes any previously communicated information to the contrary, to reflect adjustments resulting from our continuing review.

In addition, and unless otherwise extended in writing from Garrett Construction, Inc., this bid shall remain effective for 10 days from bid submission.

We appreciate the opportunity to participate in your bid process. When you have any questions or wish additional information, please contact me.

Sincerely,  
Grady Garrett  
President

---

ACCEPTANCE: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments to be made monthly.

Signature \_\_\_\_\_ date \_\_\_\_\_

**Attachment A**

RE: Proposal  
PROJECT: Ketchum Fire Station  
OWNER: City of Ketchum  
ENGINEER: KPFF Structural  
DRAWING DATE: 5-13-2020  
SUBJECT: Concrete sitework

Scope of Work: This proposal includes all labor, materials, equipment and supervision in accordance with the contract documents which are necessary to complete the following work on the project:

1. Work to start July- August 2021 mobilization
2. Formwork for added site work
3. Concrete; 3000 psi. plus, stealth
4. Concrete; 3000 psi, Curb & gutters and pads - purchase & placement
5. Rebar, all grade 60 - purchase & placement
6. Exterior Concrete slabs priced to be cured with cure & seal by specs & saw cut per drawings
7. Expansion joint with strip cap purchase & placement – sealant joints by others
8. Embed hold downs - placement only; purchase & location by others
9. Embed metals – placement only and purchase & location by others.
10. Any items not specifically mentioned above are by others.
11. All horizontal embed bolts to be epoxy or expansion anchors by others
12. This proposal is based on current **Concrete pricing; Rebar pricing & Lumber pricing**- A cost adjustment may be required when Construction Documents and schedule are made available.
13. Interior Slabs to be backfilled with crushed  $\frac{3}{4}$  minus rock
14. Concrete to be supplied by Walters ready mix (see attachment)
15. Truncated domes
16. Saw cut joints

**Standard Exclusions:**

- Concrete staining & sealing
- Joint sealing by others
- Trench drains / sump pits, purchase and placement by others
- Sleeves or penetrations through our work by others
- Dewatering due to rain, ground water or any other sources by others
- All water proofing purchase and placement by others
- Foundation insulation purchase and placement by others.
- Supervision & layout for other trades.
- **Job site weather protection.**
- Misc. metals, embedded weldplates. – purchase & location by others
- Concrete testing.
- **Weather Protection**
- **Concrete polishing and joint sealing**

**Qualifications:**

- This proposal is based on drawings provided
- Construction survey for footings & walls provided by others
- Job site access to be provided for Garrett Construction included: work area to be free of debris, water, mud and spoils to enable clear walkways and driveways, equipment pads for crane and pump truck as needed.
- Concrete cleanout area is to be provided and cleaned up by others.
- If we install embed items (holddowns, weldplates, etc.), a detailed layout will be provided by others.
- Anchor bolt or other embedded item (s) placement will be checked and confirmed.
- **Excavation by general contractor to meet OSHA standards.**
- All sleeves through concrete footings, walls, slabs to be provided and located by others
- Concrete cracking and shrinkage cracks are inherent to concrete construction.
- We cannot be held liable for any cracks in our concrete.
- We do not accept back charges
- Proposal contingent on mutually agreed upon schedule.
- Excavation-fine grade by others
- Lay out and line by others

ACCEPTANCE: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments to be made monthly.

Signature \_\_\_\_\_ date \_\_\_\_\_

Attachment B

## GARRETT CONSTRUCTION, INC.

P.O. Box 128  
Ketchum, Idaho 83340  
Phone: (208) 726-2835  
Fax: (208) 726-8976

GENERAL CONDITIONS	GARRETT	GENERAL	OWNER
SITE SURVEY		****	
CONST. SURVEY for all footing & wall corners		****	
EXCAVATION (18" min beyond footing)		****	
FINE GRADE (+ or - 1/2 inch)		****	
BACKFILL		****	
DAMPROOFING		****	
SANITATION SERVICES		****	
TEMPORARY POWER		****	
TEMPORARY WATER		****	
JOB PHONE	****		
BARRICADES		****	
DUMPSTER		****	
GATES & FENCES		****	
STRUCTURAL STEEL		****	
CONNECTION LOCATIONS		****	
ALL MATERIAL TESTING		****	
CONCRETE PUMP TRUCK	****		
HOISTING / CRANE: for our work	****		
EMBED STEEL - see attachment A	****	****	
SIMPSON ANCHORS - see attachment A	****	****	
REBAR	****		
CONCRETE With Hot Water	****		
<b>WEATHER PROTECTION - see notes below</b>		****	
PERMITS - if required		****	

SPECIAL NOTES:			
• <b>Any cost incurred as a result of weather protection will be on a time and material basis</b>	****	****	****
• 2 sets of drawings provided to Garrett Construction @ award of contract	****	****	****

ACCEPTANCE: The above price, specifications and conditions are satisfactory and are her



Lunceford Excavation  
alabama626@gmail.com

P.O. Box 739  
Ketchum, Idaho  
83340  
United States

Prepared For  
John Sanders  
Core Construction  
777 N 4th St  
Boise, Idaho  
83702

Estimate Date  
05/16/2021

Estimate Number  
11110

Reference  
Ketchum Fire Station

Description	Rate	Qty	Line Total
Ketchum Fire Station-Southern Parking Lot	\$0.00	1	\$0.00
Core Out 1 Foot-Import 8" of 2" Road Base-4" of 3/4 Road Mix and Compact-Demo Planter-Testing Included	\$41,130.00	1	\$41,130.00
Prep for Curb-Gutter and Sidewalk	\$6,650.00	1	\$6,650.00
2-24" Dry Wells	\$2,700.00	2	\$5,400.00
Saw Cut Existing Edge-Install 3" of New Asphalt Paving and Striping for Parking Spaces	\$45,810.00	1	\$45,810.00
2 Handicap Signs-Bases and Installation	\$425.00	2	\$850.00
		Subtotal	99,840.00
		Tax	0.00
		<b>Estimate Total (USD)</b>	<b>\$99,840.00</b>

**Terms**

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. All material is guaranteed to be as specified. All work to be completed in a substantial workman like manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be expected only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, flood, and

other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Any asbestos or other unforeseen conditions will be billed on a Time and Materials basis

All abnormal soil conditions, such as rock, caliche, water in excavation and any other unforeseen soil conditions will be billed on an agreed upon amount between client and Lunceford Excavation

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

X \_\_\_\_\_ (Client)

X \_\_\_\_\_ (Lunceford Excavation)

**SUBCONTRACTOR CHANGE ORDER REQUEST**

Date: 6/4/2021

SUBCONTRACTOR: Magic Valley Electric

PROJECT NAME: Ketchum Fire station

CONTACT: Jimmy Gyorfy

ADDRESS: 395 Railway Street  
Jerome, ID 83338

PHONE: 208-944-4931

PROJECT ADDRESS: 107 Saddle Road  
Ketchum, ID 83353

THIS IS IN RESPONSE TO:

Bulletin #:

ASI #:

CONTRACTOR: Core Construction

CONTACT: Chris Schratwieser

ADDRESS: 777 North 4th Street  
Boise, ID 83702

PHONE: 702-794-0550

VERBAL REQUEST FROM: Chris Schratwieser

SUBCONTRACTOR CO#:

DESCRIPTION: **Removal of two existing pole lights and removal of wire back to adjacent pole to the south.**

LOCATION: **Ketchum Fire station**

DRAWINGS:

	Trade Description	Hours	Labor Amt.			Total Cost
LABOR:	Journeyman	5	70.00			350.00
	Apprentice	5	60.00			300.00
						0.00
						0.00
						0.00
	Description	QTY	Unit Price	Sub-Total	Taxes	Total Cost
MATERIAL:				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
	Description	QTY	Unit Price	Sub-Total	Taxes	Total Cost
EQUIPMENT:	line Truck	1	325.00	325.00	0.00	325.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
SUBTOTAL:						975.00
OH & Profit Material@10%						0.00
<b>GRAND TOTAL:</b>				<b>Total Amount</b>		<b>\$975.00</b>

NOTES:

Authorized Signature

Date

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

PROJECT NUMBER: 1318-181-02

PROJECT NAME: Ketchum Fire Station South parking lot staking

CLIENT: City of Ketchum

CONTACT: Chris Schratwieser

COMPANY: CORE Construction

Telephone \_\_\_\_\_ Cellular 702-715-2200

Fax \_\_\_\_\_ Email chrisschratwieser@coreconstruction.com

**BILLING ADDRESS:**

City of Ketchum

(Owner?  yes or  no)

PO Box 2315

(Address)

Ketchum, ID 83340

(City, State, Zip)

**JOB LOCATION:**

Ketchum Park and Ride Lot

THIS AGREEMENT entered into this 10th day of June, 2021, between City of Ketchum, (the CLIENT) and GALENA ENGINEERING, INC., an Idaho Corporation of Hailey, ID (GALENA).

WHEREAS, the CLIENT intends to install a new parking lot south of the Fire Station on the Park and Ride Lot

The CLIENT will furnish to GALENA information necessary to perform our task.

**SERVICES TO BE PERFORMED BY GALENA**

GALENA will perform construction staking as directed by the Contractor.

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

NOW THEREFORE, the CLIENT and the GALENA in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and land surveying services by the GALENA and the payment for those services by the CLIENT, as set forth as below:

**ANY ESTIMATE GIVEN IS TO BE CONSIDERED AN APPROXIMATION OF THE AVERAGE COST OF THIS TYPE OF JOB.** It is by no means to be used as a quotation to determine the final billing price of this agreement. Unless specified, all work will be charged on a time and materials basis, plus any expenses directly related to this Agreement. In addition, there will be charges for alterations, or extras deviating from the original instructions.

**BASIS OF FEE AND BILLING SCHEDULE**

ESTIMATED FEE COST: \$4,400 \_\_\_\_\_

**RETAINER:**

Will be required  in the Amount of \$ \_\_\_\_\_ OR Will not be required

The CLIENT will pay GALENA for their services and expenses as follows:

**TIME OR TIMES OF PAYMENT**

GALENA will bill The CLIENT on or about the first of each month. The CLIENT will make payment to GALENA before the end of the month following the receipt of a bill from GALENA on account of their services and expenses. If the CLIENT fails to make any payment due GALENA on account of their services and expenses within 30 days after receipt of GALENA'S bill, the amounts due GALENA shall bear interest at the rate 18% per annum from said 30 days, and in addition, GALENA may suspend services under this Agreement until they have been paid in full all amounts due them on account of their services and expenses.

**LIMIT OF LIABILITY**

The CLIENT agrees to limit GALENA'S liability to the CLIENT and to all construction contractors and subcontractors on the project arising from GALENA'S negligent acts, errors or omissions such that the total aggregate liability of GALENA to all those named shall not exceed GALENA'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor a similar limitation of the liability of GALENA and of the CLIENT, to the contractor and his subcontractors due to GALENA' S negligent acts, errors or omissions.

**TERMINATION**

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If either party terminates this Agreement, GALENA will be paid for services rendered to the date of such termination on the basis of time and material costs involved thereto.

**ATTORNEY'S FEES**

Should either party breach this Agreement, and suit has to be instituted upon it, the prevailing party shall be entitled to an award of reasonable attorney's fees to be set by the Court, in addition to all costs.

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Fully executed Agreement will be considered as authorization for GALENA to proceed with services.

CLIENT  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340

Sean Flynn  
President  
Galena Engineering, Inc  
317 North River Street  
Hailey, ID 83333



BY : \_\_\_\_\_

BY : Sean Flynn

TITLE: \_\_\_\_\_

TITLE: President

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

Date: 06/10/21

Internal use only

**REMARKS:**

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

Project Manager: SMF File Assignment: SMF

Ownership verified with BC GIS by: SF

New Job?  yes or  no If no, New File?  yes or  no

Old Job: \_\_\_\_\_  
(any information that may be pertinent to finding the old job file and #)

Posted \_\_\_\_\_



## City of Ketchum

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve a new driveway exceeding 10% grade at 220 Lava Street.**

#### Recommendation and Summary

Staff recommends Council approve a new driveway exceeding a 10% grade and traversing slopes 25% or greater and adopt the following motion:

**"I move to approve the driveway concept at 220 Lava Street."**

The reasons for the recommendation are as follows:

- Municipal Code section 12.04.030 requires Council approval for private driveways with grades over 10%, regardless of length and if driveways traverse 25% slopes.
- The Fire Department, Planning Department, Planning Commission, and City Engineer support the proposed request.

#### Introduction and History

The City has adopted standards for approval and design, construction, cutting and repair of private driveways or roads and streets, public and private. Any person designing, constructing, cutting or repairing any private driveway, road or street, public or private, in the city, or establishing streets within subdivisions or other developments within the city of Ketchum are required to follow the standards as set forth in Chapter 12.04 of the City's Municipal Code.

#### Analysis

The applicant is proposing a new driveway with slopes ranging from 2.24% to 17.74%, traversing 25% slopes to provide access to their new home. Due to the steep slopes, snowmelting of the entire driveway is necessitated for safety and access.

Per the City code all applications for private driveways shall be reviewed and acted upon considering the following: Hillside impact; Preservation of rock outcrops; Historical significance of affected properties; Extent of cuts and/or fills; Impact on or through slopes of twenty five percent (25%) or greater; Ketchum comprehensive plan; aesthetic impacts; rock removal; visibility; exposure to sun; curves; number of homes served; drainage; and/or other applicable ordinances.

Staff can review driveway proposals for private driveways up to 7% regardless of length and private driveways up to 10% grades where the furthest point of the structure is less than 150' from the street.

The Council is to act on private driveways, with input from city staff and any other sources deemed necessary when the following is proposed by the applicant:

- Private driveways with grades from seven percent (7%) up to and including ten percent (10%) where the distance between the furthest point of the structure is greater than one hundred fifty feet (150') from the street, or, more specifically, from the closest point that fire and emergency apparatus can reach with satisfactory turnaround or egress from the site;
- Private driveways with grades over ten percent (10%), regardless of length; and
- Private driveways of any grade and regardless of length that traverse slope(s) of twenty five percent (25%) or greater and that require extensive cuts and/or fills to construct.

Financial Impact

There is no financial impact to the City.

Attachments:

Driveway Design Drawings

Design Exception Request

# BIDDLE RESIDENCE

## 220 LAVA ST. KETCHUM, ID



### SHEET INDEX

SHEET TITLE	SHEET NO.
COVER	L1.0
AVALANCHE	C2.0
SURVEY	C2.1
DEMO + CONSTRUCTION ACTIVITY	L3.0
SITE OVERVIEW	L4.0
LANDSCAPE ENLARGEMENT	L5.0
RESIDENCE GRADING PLAN	L6.0
DRIVEWAY GRADING PLAN	L6.1
GRADING - GALENA ENG.	C6.2
LIGHTING + UTILITY	L7.0
PLANTING PLAN	L8.0

### PROJECT INFORMATION

**OWNER**  
LESLIE AND GEORGE BIDDLE

#### PROJECT ADDRESS

220 LAVA STREET KETCHUM, ID 83340  
KETCHUM, ID 83340

#### LEGAL DESCRIPTION

LAVA STREET SUB AM LOT 1A BLK 1

#### PARCEL NUMBER

RPK0473000001A

#### ARCHITECT OF RECORD

MCLAUGHLIN ARCHITECTS  
100 S. LEADVILLE AVE.  
KETCHUM, ID 83340

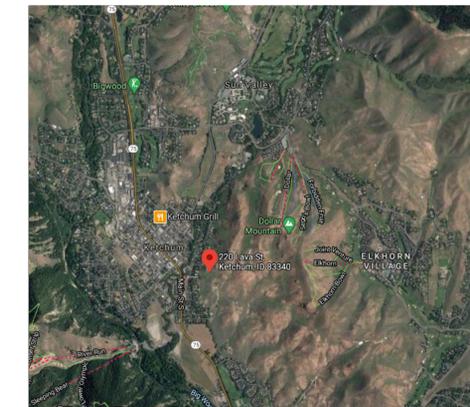
#### LANDSCAPE ARCHITECT

BYLA LANDSCAPE ARCHITECTS  
323 LEWIS ST. | SUITE N.  
KETCHUM, ID 83340  
208-726-5907

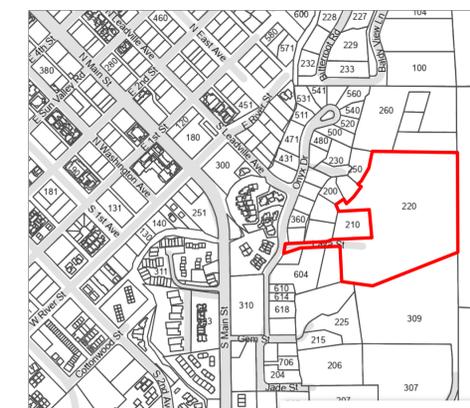
#### CONTRACTOR/BUILDER

POSTER CONSTRUCTION  
120 2ND AVE S  
KETCHUM ID 83340

### VICINITY MAP



### SITE LOCATOR



**BYLA**  
LANDSCAPE ARCHITECTS  
323 Lewis St | Ketchum, ID  
(208) 726-5907 | www.byla.us

ISSUE: B 4/8/2021 BUILDING PERMIT REVISIONS:

© copyright 2021  
BYLA Landscape Architects



**FOR BUILDING PERMIT**  
**BIDDLE RESIDENCE**  
**220 LAVA ST. KETCHUM ID**

FILENAME: BIDDLE RES.vwx  
PROJECT MANAGER: BY  
DRAWN BY: JH  
ISSUE DATE: 4/8/2021  
PLOT DATE: 4/8/21 2:31:25

COVER

SHEET NO.

**L1.0**



PROJECT: BIDDLE RESIDENCE  
220 Lava St, Ketchum, ID

DATE: 6.7.2021

SUBJECT: BIDDLE DRIVEWAY OVERVIEW 220 Lava St.

Dear Sherri,

Attached you will find a review of the driveway information as requested.

Please contact me if you have any questions.

Thank you,

Ben Young

208.720.0215

ben@byla.us

**CITY OF KETCHUM  
DESIGN STANDARD EXCEPTION REQUEST**

City Engineer  
City of Ketchum  
480 East Ave. N.  
Ketchum, ID 83340

**RE:** 220 Lava St. - Driveway Grade Design Exception Request

The following is a request for design standard exception;

**Describe Request:** [Briefly describe the nature of the request]

**The request is to have a driveway steeper than allowed standard.**

**Reason(s):** [Explain why the standard can't be met or should be modified]

**The lot is a hillside lot with a narrow "neck" that connects to Lava Street. This narrow neck of the lot and the natural slope of the parcel limit a driveway to a pitch that is steeper than the standard.**

**Public Safety:** [Describe the effect of the proposed modification on public safety]

**There are no modifications that will affect public safety. An existing trail easement traverses the property. The trail is routed away from the private driveway as soon as possible given the narrow neck of the lot.**

**Performance:** [Describe the effect of the proposed modification on the performance of the roadway]

**The modifications will have no effect on public roads. The private driveway will be snowmelted.**

**Financial Effect:** [Describe the additional cost meeting the standard would demand]

**Any driveway constructed will be private and will not financially affect the city. Meeting the standard may not be possible given the terrain of the parcel. The visual cost would be even significant, especially considering the hillside/ scenic nature of the site and the overlay district intent.**

**Other comments:** [Provide any additional relevant information]

**As mentioned above the entire site would need to be altered ( destroyed ) in order to meet the standard. This would obliterate any sense of preservation of the hillside and the large retaining walls needed would pose a potential hazard to the adjacent hiking trail.**

**Exhibits of data, calculations, drawings, etc.:** [Provide explanation of any attached exhibits]

[Empty box for exhibits of data, calculations, drawings, etc.]

Name: Ben Young

Applicant/Firm BYLA

Please submit the completed request electronically to:

Brian Christiansen - bchristiansen@ketchumidaho.org  
Sherri Newland - snekland@sandcassociates.com

---

For City use only

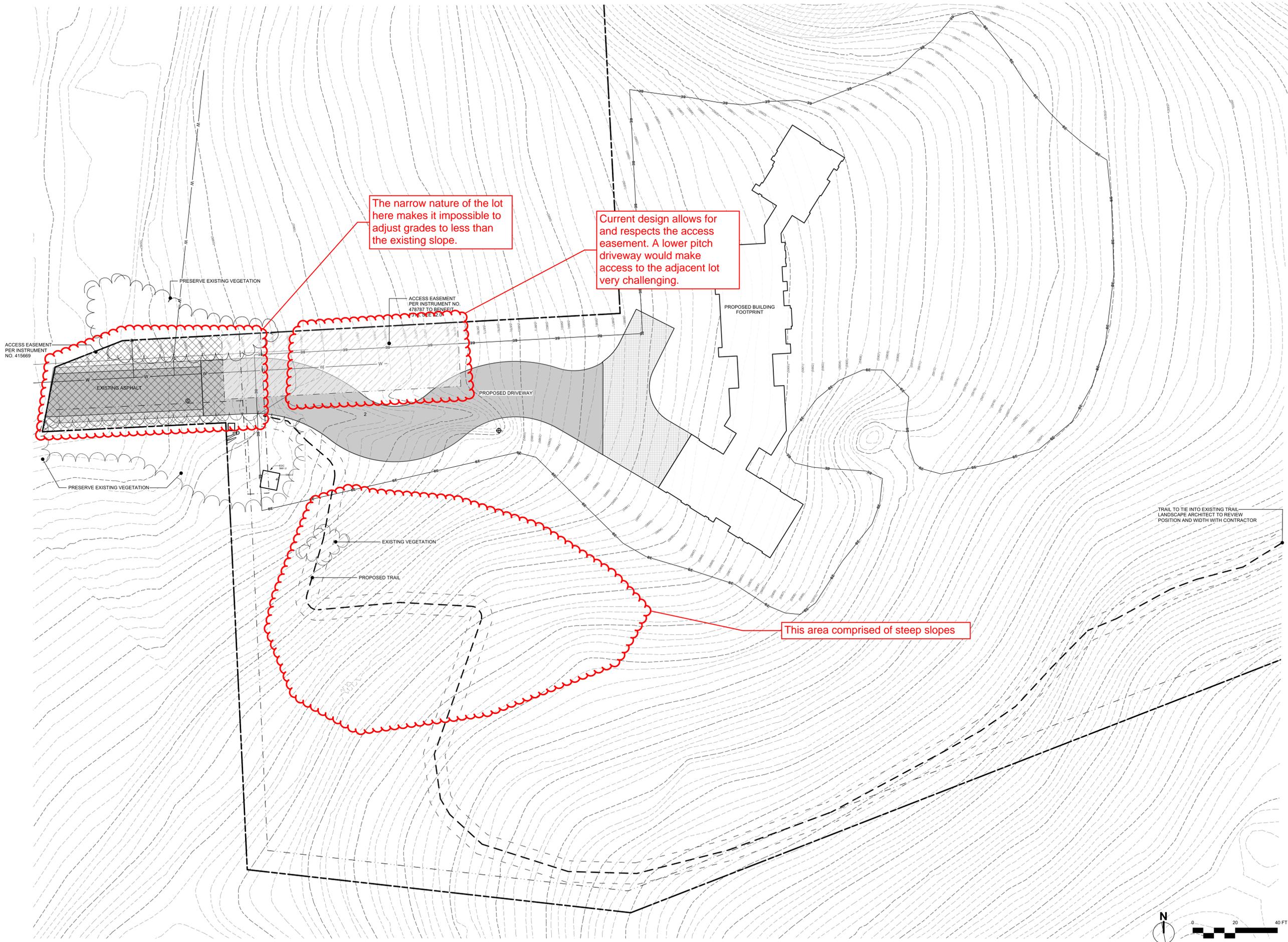
Request is:

- Approved
- Approved with conditions (see below)
- Denied

City decision/conditions

\_\_\_\_\_  
City Engineer's Signature

\_\_\_\_\_  
Date



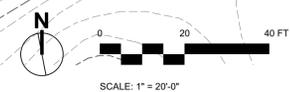
**FOR BUILDING PERMIT**  
**BIDDLE RESIDENCE**  
**220 LAVA ST. KETCHUM ID**

21 04-09  
FILENAME: BIDDLE\_Building  
PROJECT MANAGER: Permit Set.vyx  
DRAWN BY: JH  
ISSUE DATE: 6/7/2021  
PLOT DATE: 6/4/21 3:46:48

**DRIVEWAY  
OVERVIEW**

SHEET NO.

**D-1**



C:\Users\jacob@byla.us\AppData\Local\Temp\AutoCAD\2021\6/7/2021\BIDDLE\_Building\Permit Set.vyx (1/1)



City of Ketchum  
City Hall

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Contracts:  
#20658 – Sun Valley Events  
#20659 – Red’s Meadow Resort  
Lease Agreement:  
#20664 – Sun Valley Company  
and June 1, 2021 Payment to Sun Valley Events**

Recommendation and Summary

Staff is recommending City Council approve Contracts #20658, #20659 and #20664 for Wagon Days Weekend, along with the June 1 payment to Sun Valley Events, and adopt with the following motions:

“I move to approve Contract #20658 with Sun Valley Events, #20659 with Red’s Meadow Resort, Lease Agreement #20664 with Sun Valley Company, and the June 1 payment to Sun Valley Events for Wagon Days Weekend 2021.

The reasons for the recommendation are as follows:

- Sun Valley Events, Inc. has been the organizer for Wagon Days since 2001 as an independent contractor.
- The Wagon Days Parade requires an experienced jerk line operator to drive the wagon train, referred to as the “Big Hitch.” The City has contracted with Bobby Tanner of Red’s Meadow in Bishop, CA for over ten years to drive the Big Hitch.
- Sun Valley Company property is used for Wagon Days activities.

Current Report

Sun Valley Events, Inc. will assist the City of Ketchum in promoting, organizing and managing Wagon Days for a contract amount of \$15,000. This is \$10,000 less than the typical \$25,000 contract amount to produce Wagon Days, based on limited activities. The first monthly payment is due on June 1, 2021.

Red’s Meadow (Bobby Tanner) will provide mules, equipment and personnel necessary for the jerk line hitch at the 2021 Wagon Days Parade for a contract amount of \$22,180. In addition to the above sum, Contractor may request mileage reimbursement if fuel costs exceed \$3.75 per gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request. Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

Staging for Wagon Days Parade entrants is located in the pasture on the east side of Sun Valley Road, and the symphony parking area. The River Run parking lot is available for overnight camping for Wagon Days participants.

Financial Requirement/Impact

All costs will be funded through the FY21 Wagon Days Fund.

Attachments:

Sun Valley Events, Inc. Contract #20658

Red's Meadow Contract #20659

Sun Valley Company Contract #20664



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT #20658 WITH SUN VALLEY EVENTS, INC.**

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho municipal corporation (Sun Valley Events, Inc. and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

**RECITALS**

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days event (“Wagon Days”). Accordingly, the City has determined that Wagon Days serves a public purpose and is a benefit to its citizens.
- B. Sun Valley Events, Inc. has the expertise necessary to promote, organize, manage, coordinate and produce Wagon Days and other related programs and to assist the City of Ketchum in the management of Wagon Days from the contract effective date to September 30, 2021 (“Contract Period”).
- C. City of Ketchum desires to retain the services of Sun Valley Events, Inc., and Sun Valley Events, Inc. desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **General Duties.** Sun Valley Events, Inc. agrees to promote, organize, manage, coordinate and produce Wagon Days according to the terms and conditions of this Agreement.
- 2. **Description of Services.** Sun Valley Events, Inc. shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the “Services”).
- 3. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Sun Valley Events, Inc. as follows:

Professional service fee - (4) monthly payments of three thousand, seven hundred fifty dollars (\$3,750) will be made on the first day of each month beginning June 1, 2021 and a final payment due on September 30, 2021 for a total payment of fifteen thousand dollars (\$15,000). Payment shall be made based on Ketchum’s review and approval of work completed that month.

4. **Term – Month to Month.** This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on September 30, 2021 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Sun Valley Events, Inc. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of such termination, Sun Valley Events, Inc. shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Sun Valley Events, Inc. at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. **Independent Contract/No Partnerships or Employee Relationship.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

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

(c) Except as set forth in the Addenda to this Agreement, City of Ketchum shall not exercise any control whatsoever over the manner in which Sun Valley Events, Inc. performs the obligations contemplated herein.

(d) Sun Valley Events, Inc. may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

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

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by Sun Valley Events, Inc.** Sun Valley Events, Inc. hereby represents and warrants to City of Ketchum as follows:

(a) Sun Valley Events, Inc. has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce Wagon Days.

(b) City of Ketchum shall retain proprietary rights over all Wagon Days electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.

(c) Public Records. Sun Valley Events, Inc. hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Sun Valley Events, Inc. for Ketchum, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code. Accordingly, Sun Valley Events, Inc. shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

(d) Sun Valley Events, Inc. shall provide all Wagon Days materials to City of Ketchum immediately upon request.

(e) Sun Valley Events, Inc. maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audio visual, staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorney Fees and Costs.** In the event that any of the Parties is required to incur attorney fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.
17. **Interpretation.**
- (a) Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.
  - (b) This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.
  - (c) The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.
  - (d) Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.
18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.
19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

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

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

**CITY OF KETCHUM**

**SUN VALLEY EVENTS, INC.**

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

\_\_\_\_\_  
Heather LaMonica Deckard, President

ATTEST:

Tara Fenwick  
City Clerk



# ADDENDUM 1

## WAGON DAYS RESPONSIBILITY OUTLINE

SUN VALLEY EVENTS, INC.

### General Event Management

- Project management: plan, direct, develop and coordinate scope and production of Wagon Days activities with city staff
- Develop, organize and direct volunteers
- Organize event staffing
- Organize event recap meeting

### Administration

- Create action plan and outline responsibilities
- Develop and coordinate distribution of event correspondence (parade entry forms, thank you letters, notices, sponsor & participant letters)

### Financials

- Follow proposed budget
- Approve payables/receivables
- Reconciliation

### Database

- Input new and maintain database of parade participants, committees, sponsors, etc.

### Parade Management

- Solicit and procure parade participants
- Coordinate entry and confirmation mailings
- Coordinate judging of parade
- Coordinate parade route F&B vendors
- Coordinate announcing stands
- Coordinate post-parade picnic
- Coordinate sponsor recognition via signs, announcing stands, etc.

### Marketing and Promotion

- Develop marketing/pr campaign with City of Ketchum
- Coordinate with WD participants and arrange interviews with media
- Work with volunteers to distribute posters/programs in key markets
- Coordinate banner display
- Coordinate information distribution

### Brochure/Events Schedule Development

- Assist in preparation of program content: descriptions.
- Organize schedule of events (times and locations)

### **Program/Brochure Development**

- Provide review/edit as needed

### **Souvenirs**

- Organize sales and distribution of souvenir items
- Organize vendors for parade

### **On-Site production**

- Oversee and coordinate activities as needed
- Oversee signage at venue and directing to events
- Oversee staffing and monitor venues
- Manage breakdown and event strike



City of Ketchum  
City Hall

## Independent Contractor Agreement #20659 with Red's Meadow Resort, Inc.

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the City of Ketchum, an Idaho municipal corporation (hereinafter referred to as "Ketchum") and Red's Meadow Resort, Inc., (hereinafter referred to as "Contractor").

### RECITALS

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts for services reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors and to maintain and promote Ketchum's trade, commerce and industry; and

WHEREAS, Bobby Tanner of Red's Meadow is highly skilled, has unique abilities and is experienced in operating an authentic jerk line hitch at the annual Wagon Days Parade; and

WHEREAS, Ketchum desires to contract with Red's Meadow for professional services to provide the mules, equipment and personnel necessary for the jerk line hitch at the 2021 Wagon Days Parade; and

WHEREAS, Red's Meadow desires to contract with Ketchum to provide said professional services.

### AGREEMENT

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

1. **Incorporation of Recitals.** The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. **The Services.** Contractor, as an independent contractor, hereby covenants and agrees to provide the professional services for Ketchum as set forth in Exhibit A, attached hereto and made a part hereof by reference, for the period from the date of this Agreement through September 30, 2021. Contractor shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement.
3. **Consideration.** Ketchum agrees to pay Contractor the sum of TWENTY-TWO THOUSAND ONE HUNDRED AND EIGHTY DOLLARS (\$22,180) for the services to be provided. In addition to the above sum, Contractor may request mileage reimbursement if fuel costs exceed \$3.75 per

gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request.

Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

4. **Time of Performance.** Contractor shall provide the Services in a professional and timely manner.
5. **Cancellation.** Either party may cancel this agreement due to unforeseeable circumstances which may include but are not limited to, acts of God, transportation delays, acts of terrorism or military action that are directly related to the success of the Event and that occur in or directly affect the area in which the Event occurs. Neither party may cancel without cause. If either Sponsor or Speaker cancels with 90 days or less notice for reasons other than unforeseeable circumstances, the other party shall be entitled to recover its incurred costs.
6. **Independent Contractor.** Ketchum and Contractor hereby agree that Contractor shall perform the Services as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees: and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties including without limitation the 100% penalty, which in any manner relates to or arises from any failure to pay such payroll or withholding taxes.
7. **Insurance.** The Contractor shall obtain and maintain at all times during the term of this Agreement a policy of comprehensive general and contractual liability insurance providing for prudent limits, but in no event shall such insurance have limits of less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injury or death to any number of persons, for any single occurrence. The Contractor shall provide the City with proof of insurance prior to August 15, 2021. Additionally, Ketchum agrees to provide general liability insurance in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
8. **Compliance with Laws.** Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law.

9. **Notice.** All notices, requests, demands or other communication required or provided for under *this* Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the City of Ketchum and Red’s Meadow Resort, Inc. shall be addressed as follows:

**KETCHUM:**

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340-2315

**TANNER:**

Red’s Meadow Resort, Inc.  
2424 Longview Drive  
Bishop, CA 93514

10. **Non-Assignment.** Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor’s unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor’s right, title or interest in or to this Agreement without the prior written consent of Ketchum, which may be withheld for any reason.
11. **Amendments.** This Agreement may only be changed, modified or amended in writing executed by all parties.
12. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
13. **No Presumption.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
14. **Governing Law.** This Agreement shall be governed by the laws and decisions of the State of Idaho.
15. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
16. **Execution and Fax Copies and Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
17. **Authority.** The parties executing this Agreement warrant, state, acknowledge and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

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

**CITY OF KETCHUM**

**RED'S MEADOW RESORT, INC.**

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

\_\_\_\_\_  
Bobby Tanner, Manager

ATTEST:

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

## EXHIBIT A

Contractor will provide the following services for the City of Ketchum during the 2021 Wagon Days Parade:

Authentic jerk line hitch of twenty (20) matched mules plus one (1) additional mule to guarantee a complete hitch for the Wagon Days Parade. The mules average approximately fifteen (15) hands and twelve hundred (1,200) pounds each. The hitch is controlled solely by a jerk line to the left lead mule and a jockey stick from the line mule (or the left lead mule) to the off leader. The hitch will have three (3) teams of pointers to step across (or jump over) the fifth (5th) chain to ensure proper turning. The jerk line hitch of twenty (20) matched mules will be driven and worked as a team by Contractor or its designated driver prior to the Wagon Days Parade.

- All singletrees with spreaders, fifth (5th) chain, all harnesses and necessary rigging.
- All mules and outrider horses clean, healthy and in top presentable parade condition.
- Two (2) to four (4) experienced outriders with appropriate matching outfits and matching horses.
- One (1) experienced driver and one (1) brake person for the lead wagon.
- All or part of the hitch will be available on the Friday prior to the Wagon Days Parade to be driven with the wagons to be pulled in the Wagon Days Parade and a demonstration of all or part of the hitch and jerk line will be available.
- Photos of the hitch with the mules, outriders, and outrider horses will be made available to Contractor for publicity of the Wagon Days Parade.

**LEASE AGREEMENT #20664 WITH SUN VALLEY COMPANY FOR WAGON DAYS**

THIS LEASE AGREEMENT (“Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between Sun Valley Company, a Wyoming corporation (“Lessor”) and the City of Ketchum, an Idaho municipal corporation (“Lessee”).

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described in the attached Exhibit A (“**Premises**”); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**Premises and Term**

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on September 2, 2021 and shall terminate on September 5, 2021.

**ARTICLE II**  
**Rent**

Lessee agrees to pay Lessor rental for Premises as follows: One Dollar (\$1.00) for the use of symphony parking lot across from Pavilion, pasture located on the east side of Sun Valley Road for pasture and grazing commencing at the red barn landmark and ending at Bitterroot Road for storage of non-motorized vehicles, trailers and grazing of livestock; and 25% of all profits generated from charging RVs to Park at the River Run Upper Parking Lot. Any usage fees in connection with permitted uses shall not be considered an assignment or sublease for purposes of this Agreement.

**ARTICLE III**  
**Use of Premises**

It is covenanted and agreed that the Premises may be used for storage of non-motorized vehicles, trailers and grazing of livestock in designated pasture area, use of River Run Upper Parking Lot for RV parking, and for any other use approved in writing, in advance, by the Lessor.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

**ARTICLE IV**  
**Assignment and Sublease**

Lessee will not assign or in any manner transfer this Lease or any interest therein and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

**ARTICLE V**  
**Liability**

It is expressly understood that Lessee has fully inspected the Property and accepts the Property in their present condition. Lessee further agrees to accept all liability for the Property during the entire term of this Lease and accepts all liability for any and all damages, claims, actions or causes of action in any way related to the Property during the time of this Lease unless caused by the negligence or willful misconduct of Lessor.

**ARTICLE VI**  
**Compliance with Laws/Public Records**

Lessor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Lessor of any obligation or responsibility imposed upon Lessor by law. Without limitation, Lessor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Lessor for Lessee regardless of physical form or characteristics may be public records pursuant to Idaho Code.

**ARTICLE VII**  
**Repairs and Maintenance**

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises connected with Lessee's use of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises connected with Lessee's use of the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises during the term of this lease.

Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b) making such repairs thereto as Lessor may deem necessary or desirable. Lessor will retain responsibility and liability for any of its own such actions.

**ARTICLE VIII**  
**Public Liability Insurance**

Lessee agrees to provide and keep in force during the term of this Lease general liability policies of insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000) per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee against any liability that may accrue on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor. Lessee will accept a tender of Lessor's defense if Lessor is named a party to a lawsuit solely because of its ownership of the Property and not as a result of its own conduct.

**ARTICLE IX**  
**Fire Insurance**

Lessee shall keep the real property and any improvements used for the purpose of Wagon Days insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon.

**ARTICLE X**  
**Default by Lessee**

If any one or more of the following events ("**Default**") shall happen and be continuing, namely:

A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;

B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within Thirty (30) days after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to re-enter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

**ARTICLE XI**  
**Surrender of Possession**

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

**ARTICLE XII**  
**Waiver of Breach**

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

**ARTICLE XIII**  
**Costs and Attorneys Fees**

The costs, including reasonable attorneys' fees, of any action brought to enforce any of the terms or provisions of this Lease, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this Lease.

**ARTICLE XIV**  
**Miscellaneous Provisions**

The headings of the several Articles and sections contained herein are for convenience only, and do not define, limit or construe the contents of such Articles and sections.

The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, shall not be considered as exclusive of any other right or remedy of such party; but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance, or as acquiescence therein.

This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing.

All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed the day, month and year first above written.

**LESSOR:**  
Sun Valley Company,  
A Wyoming corporation

**LESSEE:**  
City of Ketchum,  
An Idaho Municipal Corporation

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

By: \_\_\_\_\_  
Its: Mayor

Attest:

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

EXHIBIT A  
DESCRIPTION OF PREMISES

- Pastures located on the east side of Sun Valley Road commencing at the red barn landmark and ending at Bitterroot Road.
- Symphony parking area located south of Dollar Road across the street from the Pavilion
- River Run upper parking lot only, excluding VIP and Lower River Run parking lots.



## City of Ketchum

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Independent Contractor Agreement #20638 with Spur Community Foundation, Inc.**

#### Recommendation and Summary

Staff is recommending the City Council approve Independent Contractor Agreement #20638 with Spur Community Foundation, Inc. for services associated with the city's capital campaign to acquire Warm Springs Ranch. The Agreement is attached as presented by the Spur Community Foundation. Comments from the city attorney have been transmitted to Spur and we expect to have an approved document.

"I move to approve contract #20638 between the city and Spur Community Foundation, Inc. to provide funds associated with the city's capital campaign to acquire Warm Springs Ranch, upon approval by city attorney.

The reasons for the recommendation are as follows:

- The city intends to acquire Warm Springs Ranch at the purchase price of \$9M solely through private funds
- All funds will be collected and held by the Spur Community Foundation to ensure confidentiality of donors

#### Introduction and History

On April 19, 2021, the city entered into a purchase agreement with Bob Brennan to acquire 65 acres of the 78 acres of Warm Springs Ranch and plans to purchase the land with donations. The city has contracted with Nested Strategies as the capital campaign lead organizer. A campaign committee has been formed to assist in the efforts to acquire donations.

Due to the sensitivity involved in procuring large donations, staff recommends the city engage the Spur Community Foundation as the fiduciary agent for the Warm Springs Preserve Project. Spur would hold all contributions received from donors, provide weekly updates on the amount of funds donated to Spur for the project, and provide the funds to the city for the acquisition of the property.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Impact

This contract will be funded from unallocated general fund revenues in the current fiscal year.

Attachment:

1. Independent Contractor Agreement #20638 - DRAFT



draft May 27, 2021

Our mission is to inspire effective philanthropy for the Wood River Valley by expanding funding to the sector, fostering excellence and accountability among nonprofits, and helping donors give wisely.

## GRANT AGREEMENT

- 1.1 Date: \_\_\_\_\_
- 1.2 Spur: Spur Community Foundation, Inc., an Idaho nonprofit corporation that is recognized by the IRS as a 501(c)(3) public charity. EIN 81-2375057
- 1.3 City (or Grantee): City of Ketchum, an Idaho municipal corporation
- 1.4 Grant Name: Warm Springs Park Grant
- 1.5 Grant Purpose: City has the option to purchase the Warm Springs Ranch property and related water rights (the “**Property**”) pursuant to Option Agreement 20610 dated April 28, 2021 (the “**Option Agreement**”). City desires to purchase the Property for use as passive public park for open space (the “**Charitable Use**”). The purpose of the Grant is to provide funds to City for the acquisition and use of the Property for the Charitable Use.
- 1.6 Amount of Grant Funds: All funds held by Spur for the Grant, which will be the sum of all contributions received from donors for the Warm Springs Park Grant Fund administered by Spur. Spur will provide City with regular updates (usually weekly) on the amount of funds donated to Spur for the Grant. Spur does not guarantee that the Grant funds will be sufficient for City’s purposes.
- 1.7 Grant Requirements: Spur’s obligation to issue the Grant is subject to City meeting the following conditions to Spur’s reasonable satisfaction prior to the Requirements Deadline:
- (a) City remains a governmental entity or public charity that is eligible to receive 501(c)(3) donations from Spur;
  - (b) City exercises its option to purchase the Property under the Option Agreement;
  - (c) City provides Spur with reasonable evidence that City has sufficient funds, with the Grant Amount, to acquire the Property; and

- (d) City provides Spur with reasonable evidence that City is ready, willing and able to comply with all of City’s other obligations related to the acquisition, development and use of the Property.
- 1.8 Requirements Deadline: Spur’s obligations under this Grant Agreement will expire on the earliest to occur of (a) April 30, 2022, or (b) any earlier termination of City’s option to purchase the Property under the Option Agreement for any reason; provided, however, Spur may extend the Grant Deadline by written notice to City.
- 1.9 City Information Reporting: City must promptly notify Spur of any event or occurrence (known to City) that may materially affect City’s ability to meet the Grant Requirements or perform any of the Post-Grant Obligations. City must promptly notify Spur if any City learns that any information previously provided by City to Spur is not true and correct in all material respects.
- 1.10 Payment of Grant Funds: If Spur determines that City has met the Grant Requirements, then Spur will endeavor to distribute Grant funds then available for distribution to City at a mutually convenient date that allows City to use the Grant funds for the closing of its purchase of the Property. In all events, distributions of Grant funds will be subject to the requirements and limitations of Section 4 of the Special Terms and Conditions.
- 1.11 Post-Grant Obligations: If the Grant is funded, then City will thereafter comply with the following obligations for the duration of the Compliance Period:
- (a) City will use Grant funds solely for the acquisition of the Property pursuant to the Option Agreement, provided that excess Grant funds received (if any) may be used in any manner consistent with the Charitable Purpose; and
  - (b) City will use the Property for the Charitable Use and no other purpose except incidental uses that are consistent with the Charitable Use.
- 1.12 Compliance Period: Ten (10) years, starting on City’s acquisition of the Property.
- 1.13 Terms and Conditions: This Grant Agreement (this “Agreement”) is comprised of these Basic Agreement Terms and Spur’s current Standard Terms and Conditions for Grant Agreements, which is incorporated into this Agreement by this reference, and which are available from Spur upon request.
- 1.14 Administrative Fees/Expenses: To allow Spur to administer the Warm Springs Special Purpose Fund and this Grant Agreement, City will (*see Section 7 of the applicable Standard Terms and Conditions for additional terms*):
- (a) Pay Spur an administrative fee of \$5,000 per month commencing upon receipt of the first gift to the Warm Springs

Special Purpose Fund and continuing thereafter for the term of this Grant Agreement; and

- (b) Reimburse Spur for third-party expenses incurred by Spur in the administration of the Warm Springs Special Purpose Fund and this Grant Agreement.

This Grant Agreement is entered into as of the Effective Date by Spur and City.

“Spur”

SPUR COMMUNITY FOUNDATION, INC.,  
an Idaho nonprofit corporation

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

Name: Sally Gillespie

Title: Executive Director

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

Address: Spur Community Foundation, Inc.  
Attn: Sally Gillespie, Executive Director  
PO Box 6184  
Ketchum, Idaho 83340

Email: Sally@SpurFoundation.org

Telephone: (208) 450-2607

“City”

CITY OF KETCHUM, an Idaho municipal corporation

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

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

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

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

Address: Ketchum City Hall  
480 East Avenue North  
PO Box 2315  
Ketchum, Idaho 83340

Telephone: (208) 726-3841

Email: \_\_\_\_\_@ketchumidaho.org

City’s contact person for the Grant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Office: \_\_\_\_\_



## STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENTS

1. **GRANT REQUIREMENTS.** Grantee is responsible for providing us with any information and documents that we deem necessary to determine whether or not Grantee has met the requirements. If we determine that Grantee has not met the requirements, then we will notify Grantee of the basis of our determination and will work with Grantee in good faith to identify tasks that Grantee may take to secure the grants funds.

2. **DONOR ACKNOWLEDGEMENT.** Grantee may disclose the existence and terms of this Agreement, but Grantee agrees not to disclose the identity of any donor to the Fund unless we approve the disclosure in advance, or the applicable donor separately so authorizes Grantee. After receipt of the Grant, Grantee will publicly identify “Spur Community Foundation” as the granting entity, and Grantee will provide donor credit as instructed by Spur; provided, however, Grantee is free to honor (and expected to reasonably honor) any separate donor credit instructions provided by the donor to Grantee directly (but only with respect to the instructing donor).

3. **GRANT PUBLICITY.** Unless otherwise set forth in this Agreement, Grantee may engage in any truthful, tasteful and appropriate publicity activities related to the Grant as Grantee deems appropriate. Spur requests that Grantee inform Spur of Grantee’s publicity efforts, including timely copies of news releases and advertisements for public events.

4. **GRANT FUNDING.** Spur will fund the Grant only as provided in this Agreement and any agreement or restriction related to the funds for the Grant; provided, however, Spur will not make any distribution that would (a) discharge or satisfy a legally enforceable pledge or obligation of any person; (b) result in the receipt of goods, services or other specific benefits to any person; or (c) violate applicable law (as reasonably determined by Spur). In general, Spur will release Grant funds to Grantee in a mutually convenient time, place and manner (with attention to allowing Grantee to use the grant funds for the purpose of the Grant). Grantee is responsible for providing Spur with ample advanced notice, clear release instructions and appropriate documentation (as requested by Spur) for all Grant funding requests, including documents required by Spur for record keeping, compliance, tax and donor relations purposes. Spur intends to follow, and expects Grantee to follow, then current best practices to minimize the risk of theft or diversion of Grant funds. Spur may condition the receipt of any grant funds on Grantee executing any agreement or covenant as Spur deems appropriate to ensure that Grantee remains qualified to receive the Grant and that the Grant funds will be used as required by Spur. Grantee acknowledges that some Grant funds may not be liquid or otherwise readily available for distribution when requested by Grantee.

5. **PLEDGES.** For the convenience of donors (and other reasons), Spur may accept pledges of future donations from donors. In that event, the pledges will be subject to the terms thereof, including terms that may make the pledged practically or legally enforceable. Further, pledged donations will be subject to the payment thereof by the pledging donor. Spur will not be under any obligation to take legal action against any donor that fails to contribute pledged funds in accordance with the applicable pledge agreement.

6. **REPORTS; PUBLICITY.** To further Spur’s mission to inspire effective philanthropy, Spur periodically publishes reports about its activities to Grantees and the general public, and Spur periodically publishes news releases and other materials to honor its supporters. Grantee agrees that Spur may use any non-confidential information related to the Grant in Spur’s news releases, reports and publicity activities.

7. **ADMINISTRATIVE EXPENSES.** If the Grant Agreement provides that Grantee will pay an administrative fee to Spur, then the applicable administrative fee will be due in advance on the first day of each

calendar month during the term of the Grant Agreement. If the Grant Agreement provides that Grantee will reimburse Spur's administrative expenses with respect to the Grant, then Spur will provide invoice Grantee each month for the administrative fees incurred during the prior month; provided, however, Spur may invoice Grantee in advance for any extraordinary administrative expenses. Unless otherwise provided in the Grant Agreement, reimbursable expenses will include expenses that are customarily incurred in the proper administration of the grant agreements (e.g., reproductions, postage, communications, filing fees, accounting, reports, etc.) and any special expenses reasonable necessary for the Grant Agreement (e.g., legal fees, necessary travel and subsistence). All invoices are due upon receipt. Any amounts not paid within 15 days after receipt will bear interest at the legal rate in Idaho. If Grantee disputes any administrative fee or reimbursable expense, then Grantee must promptly notify Spur and engage in good faith efforts with Spur to resolve the dispute prior to the date administrative fee or reimbursable expense is due. Grantee's failure to timely pay all administrative fees and reimbursable expenses when due is a material breach of this Grant Agreement, and Spur may elect to suspect any or all of its obligations under the Grant Agreement until the breach is cured.

8. **CONFLICTS OF INTEREST PROHIBITED** . Spur's policy is to prohibit any Spur employee, officer or director from material engagement in any Grant that was created (directly or indirectly) by any related person (i.e., any person related to the Spur employee, officer or director by blood or marriage, to the second degree). Spur's policy also prohibits any Spur employee, officer or director from material engagement in any grant to a grant recipient in which the employee, officer or director (or related person) holds a management or financial interest. Spur welcomes any Grantee or advisor to report any conflict of interest concerns to Spur directly.

9. **DISCRIMINATION PROHIBITED**. Spur's policy is to condition grants on the grant recipient's agreement to comply with Spur's anti-discrimination requirements; provided, however, if consistent with applicable law, Spur may allow Grantee to have preferences where the preferences serve the charitable purposes of the grant.

10. **INTEGRITY**. Grantee covenants, represents and warrants that any statements, documents, reports or information provided by Grantee to Spur (excluding third-party reports) regarding the Grant will, to the best of Grantee's knowledge, information and belief (after due inquiry) at the time provided to Spur: (a) be true and correct in all material respects; (b) not contain any untrue statement of material fact; and (c) not omit a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If Grantee discovers that any document, report or information previously provided by Grantee to Spur failed to comply with the foregoing sentence at the time it was provided to Spur, Grantee will promptly (x) notify owner of the specific statement, document, report or information in question; (y) the nature of the failure to comply with the foregoing sentence; and (z) if known, the information that would have made the prior statement, document, report or information comply with the foregoing sentence.

11. **DISPUTE RESOLUTION**. Because litigation can be expensive, burdensome and time consuming, Grantee and Spur agree that it is in their mutual best interests to provide a fair, impartial and expeditious alternative to litigation for the resolution of any disputes that may arise under this Agreement. Accordingly, if Grantee believes that Spur has breached any of Spur's obligation to Grantee under this Agreement, then the dispute will be resolved by an individual arbitration conducted by a single arbitrator in accordance with Idaho's Uniform Arbitration Act. Unless otherwise agreed, the arbitrator will be any arbitrator (without a disqualifying conflict) appointed for the dispute by the Idaho Mediation Group, or if none is promptly appointed after a request, as may appointed under the Arbitration Act at the request of either party. The arbitrator will set the rules, procedures, cost sharing and schedule for the arbitration, it being the intent of the parties that the arbitration be as expeditious, inexpensive and informal as the nature of the dispute permits (e.g., a dispute that could reasonably be resolved using small claims court or small lawsuit style rules ought to be resolved using those rules). The arbitrator may, in his/her discretion, award the substantially prevailing party some or all of the arbitration costs and reasonable attorneys' fees as part of the arbitration award.

12. **LIMITATIONS OF LIABILITY.** In no event will Spur, Grantee or any advisor (or the officers, directors or employees of any of them) be liable or responsible to each other (or any third parties) for any type of incidental, punitive, indirect or consequential damages, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

13. **MISCELLANEOUS.** This Agreement will be governed by Idaho law. This Agreement embodies the entire agreement of the parties with respect to the transaction herein contemplated, and supersedes all prior representations or agreements, whether oral or written. There are no third party beneficiaries to this Agreement, and no third party will have any benefits or rights hereunder. If any provision of this Agreement is prohibited or unenforceable, the provision will be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions hereof. The headings in this Agreement are for convenience of reference only and will not affect the interpretation thereof. The word “including” is without limitation, as if the words “but not limited to” appear immediately thereafter. No one has the authority to amend this Agreement except in a written instrument, and Grantee agrees not to accept or rely on any oral statements or promises to the contrary.



## City of Ketchum

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve an Additional Argyros Performing Arts Center's 'Drone Show'**

#### Recommendation and Summary

Staff is requesting the Council approve the updated special event permit submitted by the Argyros Performing Arts Center.

**"I move to approve the additional showing of the Argyros Performing Arts Center's Drone Show."**

The reasons for the recommendation are as follows:

- Due to COVID, there has been a drought of arts & culture events for the public to enjoy.
- The event is outdoors and allows for free viewing from any comfortable vantage point.
- The event producer has done their due diligence concerning the application, including insurance coverage, liabilities, FAA approval and neighborhood awareness.
- The event has a duration of less than 15 minutes so has minimal impact on Dark Sky compliance.
- Council has already approved the initial date of July 10<sup>th</sup> – the Argyros is requesting approval for an additional night on July 11<sup>th</sup> (same time and location as night #1/July 10<sup>th</sup>)

#### Introduction and History

The Sun Valley Performing Arts Center ("The Argyros") mission is to 'enthral audiences and inspire performers' and they continue to produce and plan for events despite the difficulties of the pandemic.

A 'Drone Show' will allow for free and accessible arts event for the entire community to view and enjoy.

The producers will stage over 200 drones on the Atkinson Park upper soccer field. When the show begins around 9:50pm, the drones will fly in 10-12 patterns with dazzling color changes for about 12 minutes.

While the show will not be in compliance with the Dark Sky ordinance, staff views that the event's short duration, the notification to the neighborhood and the public at large, and the need for accessible art & cultural event outweighs any potential negative effects.

The 2<sup>nd</sup> show's location was intended to be a part of the 'Field Daze' event slate at Reinheimer Ranch – but the drone ultimately was not included in the approved CUP.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Impact

There is no financial impact.



OFFICIAL USE ONLY

### SPECIAL EVENT LICENSE APPLICATION

Application instructions, guidelines and procedures can be found at [www.ketchumidaho.org/forms](http://www.ketchumidaho.org/forms)

Small Event, Street Party and Medium Event applications due thirty (30) days prior to the event; and Large Event applications due sixty (60) days prior to the event. All events are subject to Council approval. **ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.**

Completed applications can be submitted via email to [jtyo@ketchumidaho.org](mailto:jtyo@ketchumidaho.org) or by mail or hand delivery to City of Ketchum, P.O. Box 2315, 480 East Ave., N., Ketchum, ID 83340. If you have questions, please contact the Special Events Manager Julian Tyo at (208) 727-5077.

<b>HAVE YOU READ THE GUIDELINES?</b>			
<input checked="" type="checkbox"/> Yes (Please continue.)		<input type="checkbox"/> No ( <b>STOP</b> and read the guidelines.)	
<b>WHAT SIZE IS YOUR EVENT?</b>			
<input type="checkbox"/> Street Party (\$100.00)	<input checked="" type="checkbox"/> Small Event (\$100.00)	<input type="checkbox"/> Medium Event* (\$200.00)	<input type="checkbox"/> Large Event* (\$600.00)
*City recommends pre-application meeting prior to application submittal.			
<b>GENERAL INFORMATION</b>			
Event Name: <b>Drone Show</b>		Event Date: <b>7/10/21</b>	
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.): <b>Drone show taking place around 9:50pm. Audience will watch the show various locations in the city</b>			
Location of Event: <b>Atkinson Park Upper Soccer Field and Softball Field</b>		Alternate Location:	
Expected Number of Participants:		Admission Fee* (per person):	
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.			
Number of Staff Working at Event: <b>4</b>		Number of Volunteers Working at Event:	
<b>EVENT COORDINATION</b>			
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
List the events taking place on or around the date of your event:			
<b>EVENT SCHEDULE</b>			
Set Up	Date: <b>7/10/21</b>	Time: <b>4pm</b>	
Event Starts	Date: <b>7/10/21</b>	Time: <b>9:45pm</b>	
Event Ends	Date: <b>7/10/21</b>	Time: <b>10:00pm</b>	
Clean	Date: <b>7/10/21</b>	Time: <b>11:00pm</b>	

APPLICANT INFORMATION			
Organization Name: <b>Argyros Performing Arts Center</b>			
Are you a non-profit corporation?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Applicant Name: <b>Samuel Mollner</b>		Title:	
Organization Address: <b>120 Main Street PO Box 4921</b>			
City: <b>Ketchum</b>		State: <b>ID</b>	Zip: <b>83340</b>
Phone: <b>208.806.7440</b>		Cell: <b>435.901.2937</b>	
Email: <b>samuel@theargyros.org</b>			
On-Site Contact: <b>Mike Hoover</b>		Title:	
Address: <b>120 Main Street PO Box 4921</b>			
City: <b>Ketchum</b>		State: <b>ID</b>	Zip: <b>83340</b>
Phone:		Cell: <b>208.481.2827</b>	
Email: <b>mike@theargyros.org</b>			
Emergency Contact: <b>Casey Mott</b>			
Phone:		Cell: <b>310.460.8363</b>	
Email:			
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):			
USE OF CITY FACILITIES, PARKS AND STREETS			
If you are requesting use of city facilities, parks or streets, please indicate below:			
PARKS AND TOWN SQUARE			
<input checked="" type="checkbox"/> Atkinson Park	<b>Upper Soccer Field</b>	<input type="checkbox"/> Forest Service Park	
<input type="checkbox"/> Rotary Park		<input type="checkbox"/> Lucy Loken Park	
<input type="checkbox"/> Other:			
Daily Park Reservation Fees:		<input checked="" type="checkbox"/> Up to 100 People (\$140)	<input type="checkbox"/> 101 People or More (\$275)
DESIGNATED EVENT LOCATIONS* (\$100)			
<input type="checkbox"/> Fourth Street between Leadville and East Avenues		<input type="checkbox"/> First Avenue between River and First Streets	
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road		<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street	
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets		<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive	
<input type="checkbox"/> Washington Avenue between River and First Streets			
*All other road closures are subject to City Council approval. Road closures on Main Street and on Sun Valley Road, east of Main Street, require an Idaho Transportation Department permit.			
Fees for non-designated locations:		Street Party - \$100	Medium/Large Events - \$500
List dates, times and location for street closure requests:			
Name of person supervising street closure:			
Cell Phone:		Email:	
How many staff and volunteers will be managing the street closure?			

How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends)

Have you contacted Mountain Rides to advise of the street closure request?  Yes  No

\*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the right-of-ways for any purpose, including special events. A TTCP must be submitted for Street Division review.

**Applications will not be accepted without a TTCP prepared by a qualified firm.**

Are you requesting camping on public property?  Yes\*  No

\*Camping allowed only with written permission from the city and in association with an approved special event license.

**STRICT GUIDELINES APPLY**

**EVENT SITE PLAN**

On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).

<input type="checkbox"/> Alcohol Vendors (A)	<input type="checkbox"/> Barricades (B)	<input type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input type="checkbox"/> Electricity/Generator (EL)	<input type="checkbox"/> Fire Extinguishers (EX)
<input type="checkbox"/> Fire Lane (FL)	<input type="checkbox"/> First Aid/EMS (FA)	<input type="checkbox"/> Food Vendors (FV)
<input type="checkbox"/> Garbage Receptacles (G)	<input type="checkbox"/> Hand Washing Sink (HWS)	<input type="checkbox"/> Portable Toilets (T)
<input type="checkbox"/> Recycling Receptacles (RR)	<input type="checkbox"/> Retail Merchants (RM)	<input type="checkbox"/> Security (P)
<input type="checkbox"/> Stages or Amplified Sound (SO)	<input type="checkbox"/> Tents (X)	<input type="checkbox"/> Trailers, Vehicles, Storage (TR)

**TEMPORARY STRUCTURES**

Will your event have temporary structures, including 10' x 10' pop-up tents?  Yes\*  No

\*Describe the size, number, use and assembly and disassembly plan:

**TRANSPORTATION AND PARKING**

Where will you direct event attendees to park vehicles?

Will the event provide transportation services to the event?  Yes\*  No

\*Describe the transportation services:

**CITY SERVICES REQUESTS**

Police services request for (indicate dates and times needed):

Security  Traffic Control  Parking Control  Escort  N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):		
<input type="checkbox"/> Ambulance	<input type="checkbox"/> Fire Engine	<input type="checkbox"/> N/A
The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.		
Will your event use city infrastructure such as bathrooms and trash receptacles?		<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*Fees may be associated with the use of city bathrooms and trash receptacles.		
<b>ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING</b>		
Do you have electrical needs?		<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.		
Will your event have amplified sound?		<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*Please review approved noise levels stated in guidelines. Working with a radio station for the music playback		
Will live or prerecorded music be played?		<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.		
<b>PORTABLE RESTROOMS AND HANDWASHING</b>		
The applicant is required to provide portable toilets for all events having an anticipated attendance that exceeds the capacity of permanent bathroom facilities at the event location. Handwashing stations may also be required. The City utilizes Satellite Industries, Inc. Restroom Calculator ( <a href="https://www.satelliteindustries.com/calculator">https://www.satelliteindustries.com/calculator</a> ) to estimate the number of additional toilets needed for each event.		
Restroom Company:		
Number of Portable Restrooms:		Number of Handwashing Stations:
Restroom Drop Off	Date:	Time:
Restroom Pick Up	Date:	Time:
<b>TRASH AND RECYCLING</b>		
Have you contracted for trash dumpster(s)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How many?	What size?	
Have you contracted for recycling dumpster(s)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How many?	What size?	
If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.		
If you marked "no," describe how you will handle trash and recycling materials at the end of your event.		
Name of person supervising trash and recycling:		
Cell Phone:		Email:
How many staff and volunteers will be managing trash and recycling?		
How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)		

**CONCESSIONS**

Will any of the following be served at your event:

Alcoholic Beverages

Food

Merchandise

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. **A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT.**

**SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)**

**BANNERS**

If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: [www.ketchumidaho.org/forms](http://www.ketchumidaho.org/forms)

**BUSINESS AND/OR PROPERTY OWNER NOTIFICATION**

Special events are required to notify businesses and/or property owners of the date, time, venue and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.

For all events, city staff may elect to provide additional noticing based on the size, location and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners.

**INSURANCE REQUIREMENTS**

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be kept on file at all times during the term of the special event. (Ord. 669 § 7, 1995)

**SIGNIFICANT EVENT CHANGES**

Has this event been approved in the City of Ketchum in previous years?  Yes\*  No

\*If yes, please indicate any significant changes to the event request since its last approval:

**HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?**

<input type="checkbox"/> Payment & Deposit	<input type="checkbox"/> Proof of Insurance	<input type="checkbox"/> Temporary Traffic Control Plan
<input type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input type="checkbox"/> Other

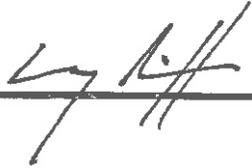
It is the applicant's responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

**AUTHORIZATION OF APPLICANT**

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

The City of Ketchum reserves the right to revoke any permit and/or cancel any event or park reservation as deemed necessary in order to protect the public health and safety. In event of cancellation the City will reasonably work with the event or park reservation holder to accommodate rescheduling.

Signature of Applicant: 

Date: 4.13.21

<b>LICENSE FEES</b>		
<b>Event Category</b>	<b>Event Fees</b>	<b>Amount or N/A</b>
Application Fee	\$100, \$200 or \$600	\$
Road Closure Fee	\$100 or \$500	\$
Park Reservation Fee (per day)	\$140 or \$275	\$
Facility Fee (per day)	\$150 or N/A	\$
Music License Fee	\$10 or attach proof of licensure	\$
	<b>TOTAL FEES</b>	\$
Deposit (Separate check required.)	\$250	\$250

**INDEMNIFICATION AGREEMENT**

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, \_\_\_\_\_, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), City officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests, and business invitees and not caused by or arising out of the tortuous conduct of City or its officials, agents or employees. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with the Special Events Manager.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Applicant: \_\_\_\_\_

STATE OF IDAHO

County of Blaine

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

Notary Public: \_\_\_\_\_

Residing at: \_\_\_\_\_

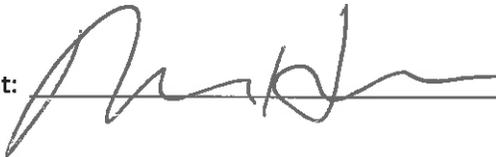
Commission expires: \_\_\_\_\_



**INDEMNIFICATION AGREEMENT**

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, Argyros Performing Arts Center, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), City officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests, and business invitees and not caused by or arising out of the tortuous conduct of City or its officials, agents or employees. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with the Special Events Manager.

DATED this 23<sup>rd</sup> day of April, 2021.

Signature of Applicant: 

STATE OF IDAHO

County of Blaine

On this 23 day of April, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Michael Hoover, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.



Notary Public: Maureen Puddicombe  
Residing at: Ketchum  
Commission expires: 2-14-24

Published on *City of Ketchum Idaho* (<https://www.ketchumidaho.org>)

[Home](#) > [COVID-19 Plan for Events & Park Reservations](#) > [Webform results](#) > Submission #16

#### Submission information

Form: [COVID-19 Plan for Events & Park Reservations](#) [1]

Submitted by Visitor (not verified)

Tue, 04/27/2021 - 4:17pm

65.102.65.210

#### Idaho Rebounds Guidance

##### **Acknowledgement**

By checking this box, I confirm that I have reviewed the Idaho Rebounds Guidance for Safe Gatherings and Public Events in Idaho.

#### Event/Reservation Information

##### **What is the name of your event/reservation?**

Drone Show

##### **Where will the event/reservation take place?**

Upper Soccer field

##### **How many participants will attend?**

5

##### **From which states/regions will participants be arriving from?**

Drone Vendor coming from Texas

##### **What are your protocols for participants arriving from COVID hotspots?**

We will ask them to not come if they are experiencing symptoms.

##### **Where will participants be staying if they are non-residents?**

Local Hotel

##### **Will you allow participants to attend who are experiencing COVID symptoms?**

No

##### **Will you provide face masks, hand sanitizer, hand washing stations or gloves for participants?**

Yes we will provide masks and hand sanitizer.

All Argyros

##### **Who will provide food/beverage at your event/reservation (if applicable)?**

No

##### **Have your food/beverage providers issued assurance that they will follow state-issued and CDC protocols that are in place during your event/reservation (if applicable)?**

N/A

**Have your event contractors (tents, tables, chairs, portable toilets, florists, band/dj, etc.) provided assurance they will be following state-issued and CDC protocols that are in place during your event?**

Yes

Site Plan

**Upload Site Plan Here**

[atkinson\\_park\\_drone\\_site\\_plan.png](#) [2]

Terms & Conditions

**Signature**

Samuel Mollner

**Acknowledgement**

By checking this box, I understand and agree to the above terms.

**Source URL:** <https://www.ketchumidaho.org/node/40911/submission/7321>

**Links**

[1] <https://www.ketchumidaho.org/administration/webform/covid-19-plan-events-park-reservations>

[2] [https://www.ketchumidaho.org/system/files/webform/atkinson\\_park\\_drone\\_site\\_plan.png](https://www.ketchumidaho.org/system/files/webform/atkinson_park_drone_site_plan.png)



Drone Take off area

Secure Area

Atkinson Park

Ernest Hemingway STEAM School

Rainmaker Splash Park

Christina Potters Outdoor Ice Rink (seasonal)

Ketchum Bike Park, Pump Park

Easy Pack Packaging supply store

Watch Me Grow

Hideaway Ln

Bear Ln

Rocking Horse Rd

3rd Ave

3rd Ave

8th St W

2nd Ave

Hemingway Ln

Hemingway Ln

Hemingway Ln

8th St W

10th St

Wood River Trails



**CITY OF KETCHUM**  
P.O. Box 2315  
Ketchum ID 83340  
Phone: (208) 726-7801  
Fax: (208) 726-7812

# INVOICE

Date	Number	Page
04/21/2021	4734	1

**Bill To:** Sun Valley Performing Arts Center  
  
Ketchum Idaho 83340

**Customer No.** 633  
**Project:** Atkinson Park  
**Terms:** Due Upon Receipt  
**Invoice Due Date:** 04/21/2021

Quantity	Description	Unit Price	Net Amount
1	APPLICATION FEE SPECIAL EVENTS	100.00	100.00
1	RENT-PARK RESERVATIONS	140.00	140.00
1	EVENT-SECURITY DEPOSIT	250.00	250.00
<b>Amount</b>			<b>490.00</b>
<b>Balance Due</b>			<b><u>490.00</u></b>

**Please remit payment to:**  
**City of Ketchum**  
**Post Office Box 2315**  
**Ketchum, Idaho 83340**

CONTRACT FOR USE OF BLAINE COUNTY SCHOOL DISTRICT NO. 61  
FACILITIES AND FIELDS

BUILDINGS AND FACILITIES WAIVER OF LIABILITY AND INDEMNITY  
AGREEMENT

READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU  
GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:

I, Casey Wilder Mott, an agent or officer, acting for and on behalf of Sun Valley Performing Arts, LLC DBA The Argyros for and in consideration of the use of the facilities and fields of the Blaine County School District No. 61 scheduled through the Community Campus located at 1050 Fox Acre Road, do by this document agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the Blaine County School District, including elected or appointed officials, and persons acting on behalf of the Blaine County School District in any official capacity, temporarily or permanently in the service of the Blaine County School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of the Blaine County School District No. 61.

THE UNDERSIGNED FURTHER AGREES:

1. To indemnify and hold harmless the Blaine County School District, its agents, employees and assigns from all manner, action or actions, cause or causes of actions, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of Blaine County School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of the Blaine County School District.
2. To provide the Blaine County School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the Blaine County School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement prior to using or occupying the premises.
3. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the Blaine County School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the Blaine County School District.

4. To immediately notify the Blaine County School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the Blaine County School District for any damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the Blaine County School District if said waiver of liability is required by the Blaine County School District.
7. Lessee's decision use or continue to use the premises in conformance with the purposes of its Lease Agreement with the Blaine County School District, despite the presence of known or suspected risks of injury or harm caused by third person actions and/or environmental conditions, including but not limited to infection of employees and/or customers and/or clients as a result of exposure to COVID-19, is solely and exclusively Lessee's decision, and the Blaine County School District shall be defended, indemnified and held harmless in the event of any legal action or other proceeding seeking damages as a result of exposure to such risks of harm. All such use is at Lessee's own risk.
8. By Lessee's agreement to Lease, occupy and offer for the use of the premises to the public, the Blaine County School District in no way, makes any representation or warranty, whether express or implied, that the use contemplated by Lessee is safe, nor does the Blaine County School District represent or warrant, whether express or implied, that such use does not carry with it the risk of harm or disease caused by third person actions and/or environmental conditions, including but not limited to infection of employees and/or customers and/or clients as a result of exposure to COVID-19. All such use is at Lessee's own risk.
9. In the event the Blaine County School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the Blaine County School District for all legal expenses and costs reasonably incurred.
10. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
11. This agreement shall be governed by the laws of the State of Idaho.

12. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this 24 day of April, 2021, at \_\_\_\_\_, Idaho.

\_\_\_\_\_  
School Official Representing  
Blaine County School District

*[Signature]*  
Signature of Person Responsible  
*The Argyros*  
Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	<b>CONTACT NAME:</b> Kristy Wolfe <b>PHONE (A/C. No. Ext):</b> 308-382-2330 <b>E-MAIL ADDRESS:</b> kwolfe@ryderinsurance.com		<b>FAX (A/C. No):</b> 308-382-7109
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : NATIONAL FIRE & MARINE INS CO		<b>NAIC #</b> 20079
<b>INSURED</b> PrestoTechnics, LLC 6000 Tucker Drive Weatherford TX 76085	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 627062684

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			72LPS038272	9/17/2020	9/17/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form M-5350a when required by written agreement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Ketchum  
 480 East Ave. N.  
 Ketchum ID 83340

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sun Valley Insurance P.O. Box 5808  Ketchum ID 83340		<b>CONTACT NAME:</b> Toni Marcroft <b>PHONE (A/C No. Ext):</b> (208) 725-0977 <b>E-MAIL ADDRESS:</b> toni@svins.net <b>FAX (A/C, No):</b> (208) 725-0978	
<b>INSURED</b> Sun Valley Performing Arts Center DBA The Argyros Performing Arts Center PO BOX 4921 KETCHUM ID 83340		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> PHILADELPHIA <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2206147	11/21/2020	11/21/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB746188	11/21/2020	11/21/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured  
 Event: Atkinsons Park July 10, 2021

**CERTIFICATE HOLDER****CANCELLATION**

City of Ketchum  PO BOX 2315 Ketchum ID 83340	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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City of Ketchum  
City Hall

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Update on Short-term Community Housing Projects**

#### Recommendation and Summary

A Community Housing Workshop was held on May 28<sup>th</sup> to listen to community ideas and concerns. During your June 7<sup>th</sup> meeting, staff reviewed those ideas (attached) to solicit your feedback and approval of short-term projects. Staff would like to provide a quick operational update.

The city has long supported efforts to increase the supply of workforce housing. Many traditional tools (see attached) that are used by other U.S. cities are not allowed under Idaho law. That said, the city is committed to taking further actions to increase supply.

#### 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. Community Housing Solution Ideas Tracking Sheet
2. National League of Cities Housing Toolkit

## Affordable Housing Initiatives

### Decision Matrix

Short-Term	Resource Effort	Cost	Community Acceptance	Pursue Further?
Senior Connection	Low <i>(BCHA connect process)</i>	Low	High	Recommended
Contract property MGMT firm to help people with find rentals	Low	Medium	High	Recommended
Hotel Rooms (Ketchum, Hailey, Bellevue)	Medium	High	Medium	Evaluate further
Camping at Rotary Park	High	Med	Low	No
RV on City Property	High	High	Low	Evaluate further
Permit RV's on private property	Medium	Low	Medium / Low	Recommended
Federal Funds for Rent Assistance <i>(first and last - BCHA survey support)</i>	Medium <i>(BCHA income validation process)</i>	Medium / High	High	Recommended

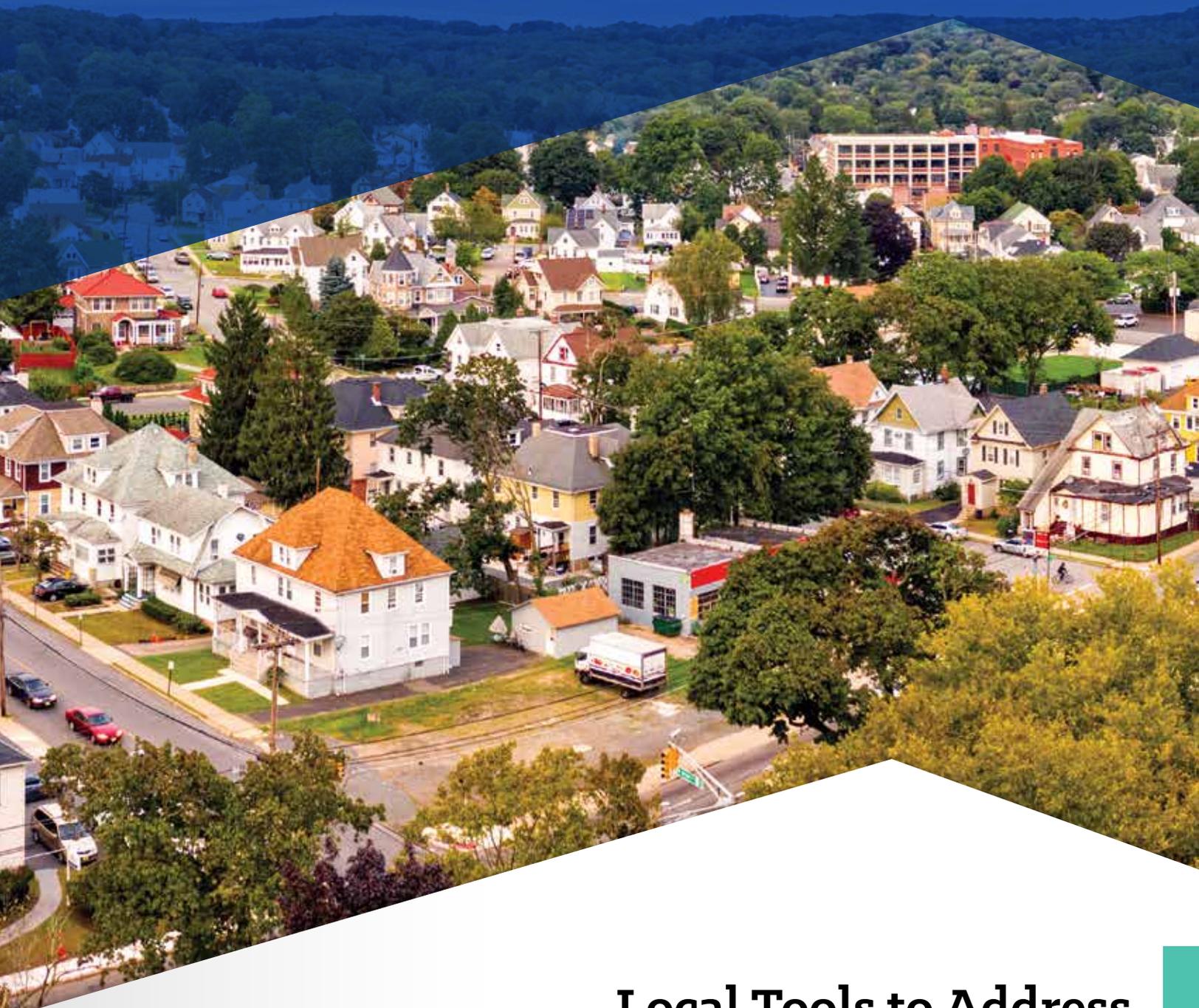
Mid-Term	Resource Effort	Cost	Community Acceptance	Pursue Further?
Hostel				
Tiny House Village <i>(BCHA survey support)</i>				
Zoning changes <i>(BCHA survey support)</i> <ul style="list-style-type: none"> <li>Eliminate minimum lot sizes</li> <li>Consider minimum density requirements in multi-family districts</li> <li>Restrictions on consolidating lots for the purpose of developing one single family unit</li> <li>Consider requiring an on-site ADU for new or significantly remodeled single family units over 5,000 square feet. The unit would be deed-restricted to local residents</li> <li>Revise parking standards for small units</li> </ul>				
Increase LOT tax on short-term rentals <i>(BCHA survey support)</i>				

Long-Term	Resource Effort	Cost	Community Acceptance	Pursue Further?
RFP City parking – Leadville, 6 <sup>th</sup> Street				
Partner w/Blaine County and St. Luke's housing by hospital				
Additional Tax Credits Application				
Modify parking standard for small unit development				
Future land acquisitions				

### Current Priorities

Item	Action	Timeframe	Responsible
Communication Plan	Newsletter Updates - "Housing Matters"	At Next Publishing	Neil, Jade, Lisa, Housing Authority, SVED

	New City Website - leverage BCHA data / survey responses		
Accessibility	Application / Qualification	At 'Solution(s)' Approval	TBD



**Local Tools to Address  
Housing Affordability**  
A STATE-BY-STATE ANALYSIS

### **About the National League of Cities**

The National League of Cities (NLC) is the nation's leading advocacy organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. Through its membership and partnerships with state municipal leagues, NLC serves as a resource and advocate for more than 19,000 cities and towns and more than 218 million Americans. NLC's Center for City Solutions provides research and analysis on key topics and trends important to cities and creative solutions to improve the quality of life in communities.

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### **About the Report**

This report is the fifth project outcome of a research collaborative between NLC and the state municipal leagues. We are grateful for the guidance, data verification and housing affordability narratives they provided.

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# Foreword

There is a simple truth that connects every person in every city, town and village across America: They want a safe, affordable place to call home. A place to raise their families, enjoy meals with friends and rest their heads at night. But for too many people across the country, that vision of home is not accessible, affordable, or in many cases, available. That is why the National League of Cities (NLC) has made it a priority to support local leaders' efforts to identify and implement local housing solutions.

*Local Tools to Address Housing Affordability: A State-by-State Analysis* is an important part of that work. Developed and published in collaboration with the 49 state municipal leagues, the report provides an in-depth look at the interplay of state policies and local housing markets. While no two communities face the exact same set of challenges, we can see the varied impact of policies through this research.

This report complements NLC's broad focus on housing, which includes the development of resources and best practices, on-the-ground technical assistance, and advocacy

at the federal level. In late 2018, NLC further expanded its housing work through the creation of a national housing task force comprised of mayors and councilmembers from 20 states as well as two state municipal league leaders. The task force will publish recommendations to help communities respond to the growing challenges of housing availability, affordability, investment and quality in June 2019.

Local leaders are unified in their call to improve housing opportunities for all — because every person not only wants a place to call home, they deserve it. I look forward to NLC's continued partnership with the state leagues to provide in-depth research, uplift effective solutions, and build a stronger America from the ground up.



**Clarence E. Anthony**  
CEO and Executive Director, NLC



“

**Local leaders are unified in their call to improve housing opportunities for all — because every person not only wants a place to call home, they deserve it.**

# Introduction

**N**early all communities in the United States struggle with housing affordability, no matter their size, level of prosperity or growth pressures. Some cities seek to provide enough housing for all incomes by preserving existing affordable housing units and creating new ones. Others focus on preventing poor housing conditions and housing displacement. Still others concentrate on helping households access and afford private-market housing or connecting housing strategies to employment, mobility and health initiatives.

Given the diverse landscape of housing affordability, cities must build and maintain the proper tools and flexibility to meet the needs of their residents. To that end, cities have implemented solutions such as inclusionary housing, rent control, fair housing and housing trust funds. They have also leveraged programs like their states' tax incentive programs to expand housing affordability and access.

This report explores how states and cities interact in each of these policy areas, and details cities' implementation authority. We collected data for each policy from existing research, state legislation and relevant court decisions. State municipal leagues then confirmed the data for their states to ensure timeliness and accuracy.

In summary, our assessment of all 50 states and the District of Columbia finds that:

- Cities in 20 states and the District of Columbia are expressly permitted or face no legal barriers to **inclusionary housing**
- Cities in 13 states and the District of Columbia are permitted, have some barriers, or have limited control to implement **rent control**
- Cities in 25 states and the District of Columbia have either state law protections or local protections for those using **housing vouchers** as a source of income
- Cities in 35 states and the District of Columbia have established **housing trust funds**

Several key factors have influenced the city-state relationship in housing policy, including Dillon's Rule vs. Home Rule status and emerging issues over local control, which are discussed below.

### Dillon's Rule vs. Home Rule

The U.S. Constitution does not mention local governments. Instead, the 10th Amendment provides authority-giving powers to the states. The fact that states decide the level of power their local governments have has led to a great deal of diversity in state-local relations between and within states. States take on one of two approaches, providing either narrow (Dillon's Rule) or broad (home rule) governing authority, defined in the state constitution and/or by statute enacted by the legislature.

Cities in Dillon's Rule states do not have authority to control their local government structures or their methods of financing activities or procedures. These cities must also defer to the state to make and implement policy, unless it is expressly authorized. Cities with home rule, on the other hand, have much more autonomy. The state interferes in local

## Local Housing Affordability Tools by State

This radial graphic shows city authority to implement common housing strategies\*



**Inclusionary Housing**  
Permitted or Permitted with Limitation



**Rent Control**  
Permitted or Permitted with Limitation



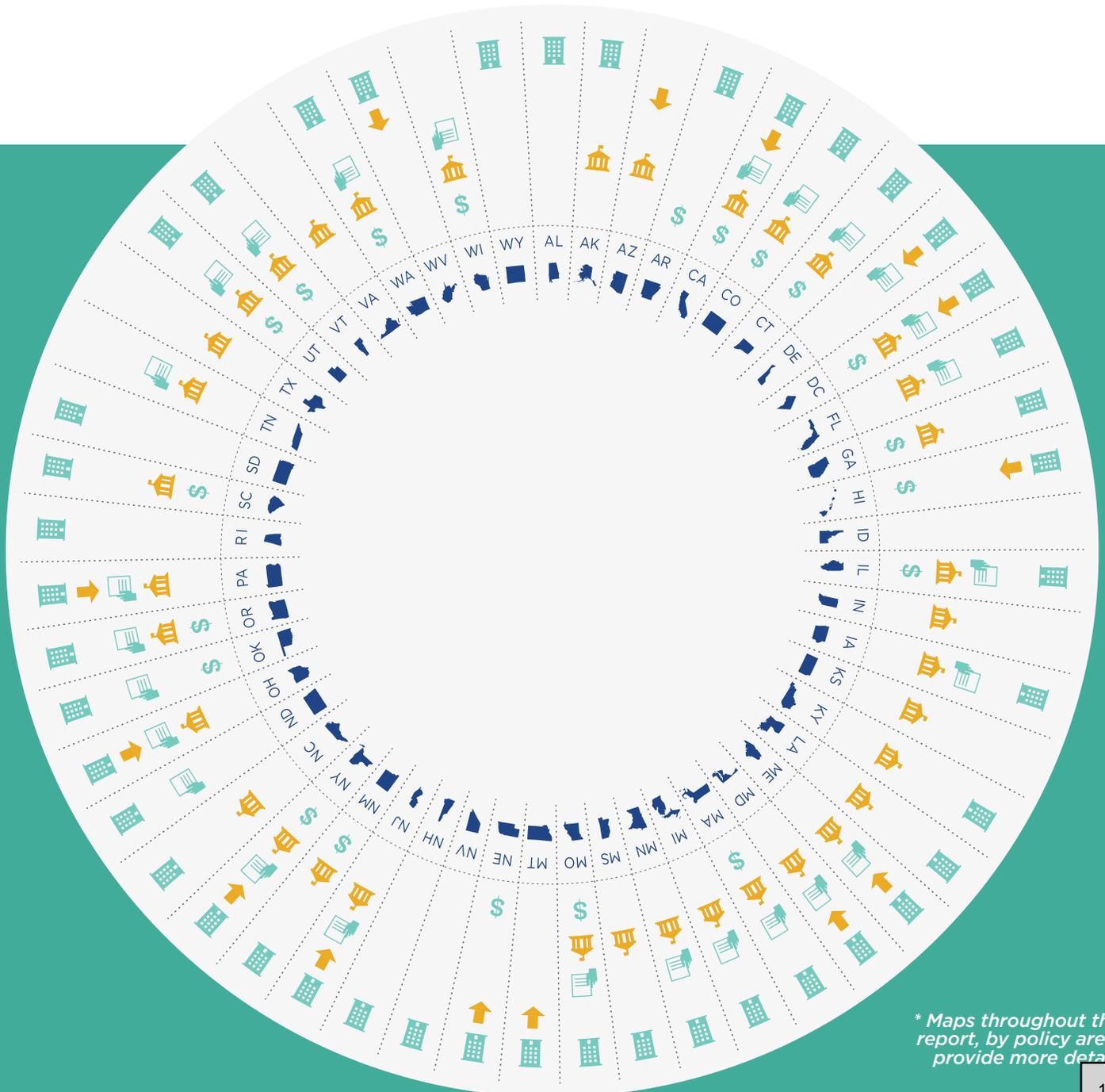
**Vouchers as Source of Income**  
State Protection or Permitted



**City Housing Trust Funds**  
Established



**State Tax Incentives**



\* Maps throughout the report, by policy area, provide more detail

affairs only on a limited basis. Home rule states often delegate power to cities, but that power can be limited to specific fields and subject to constant judicial interpretation.

In this report, we parse out the impact of Dillon's Rule vs. Home Rule on cities' ability to establish housing policies. For example, we identify what happens when cities face legal barriers to inclusionary housing policy due to Dillon's Rule status when no state statute exists to authorize local inclusionary housing measures.

### **Local Control**

Greater local control is often at the heart of policies that accelerate progress, expand rights, build strong economies and promote innovation. However, there are examples, particularly in the affordable housing policy arena, in which state policy is needed to make progress for everyone.

In some cases, significant community backlash against proposals to increase the supply of affordable housing has led to a standstill on the issue. This has prompted states to limit, or preempt, cities' decision-making powers related to land use and housing. This dynamic has played out most recently in California on mandates for cities to increase density around transit stations, and currently in Washington state on accessory dwelling units.

Given the scale of the housing problem and the need to incorporate local strategies that work best for particular circumstances, some states have established a minimum set of flexible requirements for cities, also known as "floors."<sup>1</sup>

For example, this year, cities in the state of Utah worked with the state legislature and state Commission on Housing Affordability on Senate Bill 34 (SB 34). The purpose of this bill is to increase housing options for a broad spectrum of income levels in high population growth areas and to promote regional integration of housing and transportation.<sup>2</sup> SB 34 leverages the most powerful housing affordability key that cities hold — planning, and mandates that cities include a moderate income housing component in local general plans in order to be eligible for state transportation dollars. Informed by cities across the state, the bill provides a menu of 22 options for how cities can approach the mandate in ways that allow for local flexibility. According to the Utah League of Cities and Towns, the bill ensures that policy leaders "think regionally, act locally" when addressing pressing housing needs in the state.

Another example of a floor preemption is local fair housing laws. Federal government and many state governments have established laws to protect individuals and families from housing discrimination. These laws identify a minimum set, or "floor," of protected groups defined by race, gender, disability and other characteristics. Many states also permit their cities to enact local fair housing laws to protect additional classes, such as those on public assistance.

Throughout the country, the tools available to cities to ensure a diverse mix of housing options vary. This report helps city and state leaders better understand their housing policy context in relation to others and illuminates opportunities for expanding the policy tools available for leadership to improve housing availability for all residents.



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**Given the diverse landscape of housing affordability, cities must build and maintain the proper tools and flexibility to meet the needs of their residents.**

# Inclusionary Housing Policy



Inclusionary housing policies, often referred to as “inclusionary zoning,” are programs at the state and municipal level that require or incentivize the development of affordable housing alongside market-rate units. These policies can either be voluntary or mandatory, based on the state or city. Mandatory inclusionary housing programs require developers to include affordable units in their building plans in order to obtain development rights. In voluntary programs, developers earn incentives like tax breaks and density bonuses, in exchange for including units for sale or rent below-market rate.

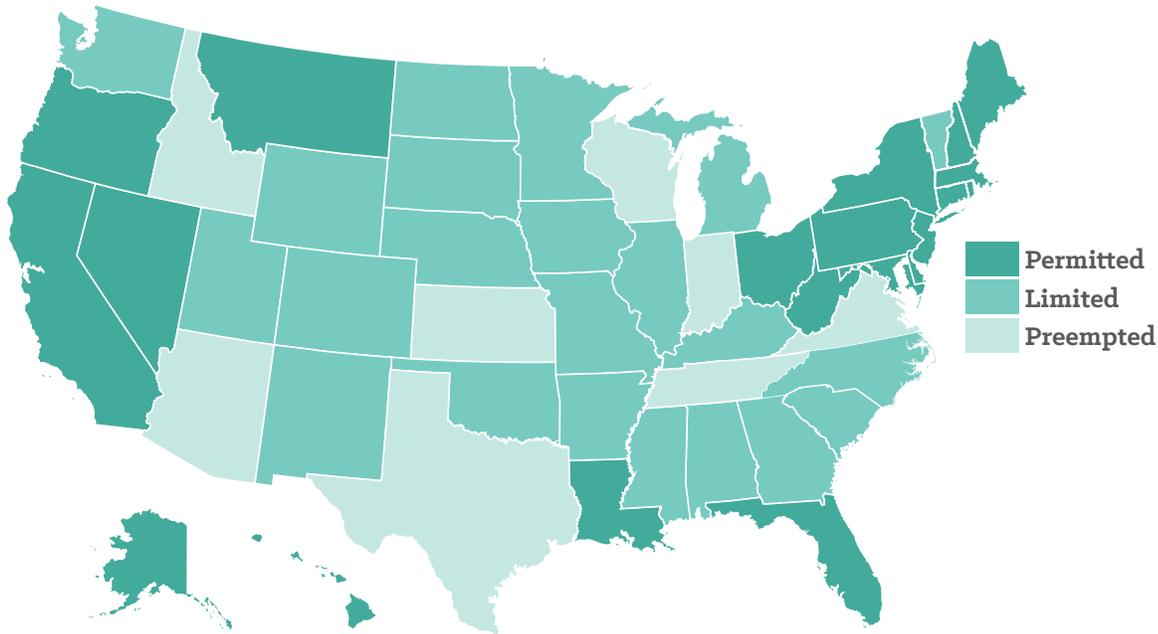
State and local governments have employed inclusionary housing policies since the 1970s, creating and expanding the availability of below-market rate units and a variety of programs in more than 800 U.S. cities.<sup>3</sup> Evidence suggests that mandatory inclusionary zoning programs generate greater benefits, like

expanding the supply of affordable housing. Evidence also suggests that voluntary programs only work if they offer substantial subsidies to developers.<sup>4</sup>

Given the significance and breadth of inclusionary housing policies, we assessed city-level authority to implement these policies based on the related legal framework developed by the National Low-Income Housing Coalition and Grounded Solutions Network:

- **Permitted** (20 states and the District of Columbia): Cities in these states are either expressly permitted to create all forms of inclusionary housing policy or have home rule with no state restrictions on local inclusive housing.
- **Limited** (22 states): These states impose either limitations on city inclusionary housing policies or legal barriers to implementing in-

## Local Authority to Implement Inclusionary Housing Policy



Source: National League of Cities

clusionary housing policies, particularly mandatory programs.

■ **Preempted** (8 states): Cities in these states are expressly prohibited from enacting local inclusionary housing measures.<sup>5</sup>

Of the 20 cities in “permitted” states, 10 are explicitly permitted or mandated by legislation to adopt some form of inclusionary housing (California, Connecticut, Florida, Louisiana, Maryland, Massachusetts, Nevada, New Hampshire, Oregon, Rhode Island and the District of Columbia). In each of these cases, all forms of inclusionary housing policy are allowed at the municipal level.

In California, cities can “require, as a condition of the development of residential rental units, that the development include a certain percentage of residential rental units affordable

to, and occupied by, households with incomes that do not exceed the limits for moderate-income, lower income, very low income, or extremely low income.”<sup>6</sup> This allows for cities to then choose to implement inclusionary zoning policy as they see fit. For example, Davis, CA has a straightforward mandatory zoning policy. The program requires that developers set aside between 25 and 35 percent of any new rental development and between 10 and 25 percent of owner-occupied development. The income thresholds for rental units are 80 percent and below area median income and 120 percent and below for owner occupied.<sup>7</sup> They have also created two alternatives to building units: a fee in-lieu of unit creation or land dedication.

Cities in 10 of the “permitted” states face no legal barriers to inclusionary housing. These include Alaska, Delaware, Hawaii, Maine, Montana, New Jersey, New York, Ohio, Pennsylvania

and West Virginia. Cities in these states have home rule authority, which grants them the power to pass laws and govern themselves. In these states, at least one city has implemented a mandatory inclusionary housing policy.

Cities in 22 states are “limited” in their ability to create inclusionary housing policy due to legal barriers. Cities in limited states are either governed by Dillon’s Rule with no state statute expressly authorizing inclusionary housing measures, or state law prohibits rent control. In rent control cases, courts have interpreted prohibition on rent control as a de facto ban on inclusionary housing programs that require the development of affordable rental units. Mandatory inclusionary housing forces a rental price on units for developers, thus breaching the prohibition on rent control. For example, North Carolina has a state prohibition on rent control that has made it difficult for cities to enact mandatory inclusionary policies for rental housing. Three North Carolina cities have enacted mandatory programs, but all have been sued and settled before going to trial.<sup>8</sup>

On the other hand, there are instances in which states have a legal barrier, like rent control preemption, but make allowances to let cities circumvent the limitation in order to implement inclusionary housing under certain circumstances. For example, the state

of Minnesota prohibits cities from enacting rent control policies but allows cities to establish sales prices or rents for affordable housing for low- and moderate-income households. It also includes equity sharing to maintain the long-term affordability of the affordable units.<sup>9</sup> These provisions make it possible for inclusionary housing policy but limit it to projects receiving public subsidy or a zoning change.

Eight states (Arizona, Idaho, Indiana, Kansas, Tennessee, Texas, Virginia and Wisconsin) fall into the category of “preempting” cities from enacting inclusionary housing, where at least some form of inclusionary housing is strictly prohibited for both ownership and rental housing, either by statute or by court decision. Many preempt mandatory local inclusionary housing policies but allow voluntary programs. In Indiana, the state prohibits municipalities from requiring developers to follow any requirement that would control rental or purchase prices, and they may not establish it in lieu of a fee.<sup>10</sup> Some states permit cities to establish voluntary policies where developers can be incentivized to create more affordable housing. For example, the city of Austin, Tex., offers developers waivers, density bonuses, tax breaks and development agreements if they set aside affordable rental and ownership housing for low and moderate-income households.<sup>11</sup>



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**In rent control cases, courts have interpreted prohibition on rent control as a de facto ban on inclusionary housing programs that require the development of affordable rental units.**

## Rent Control Policy

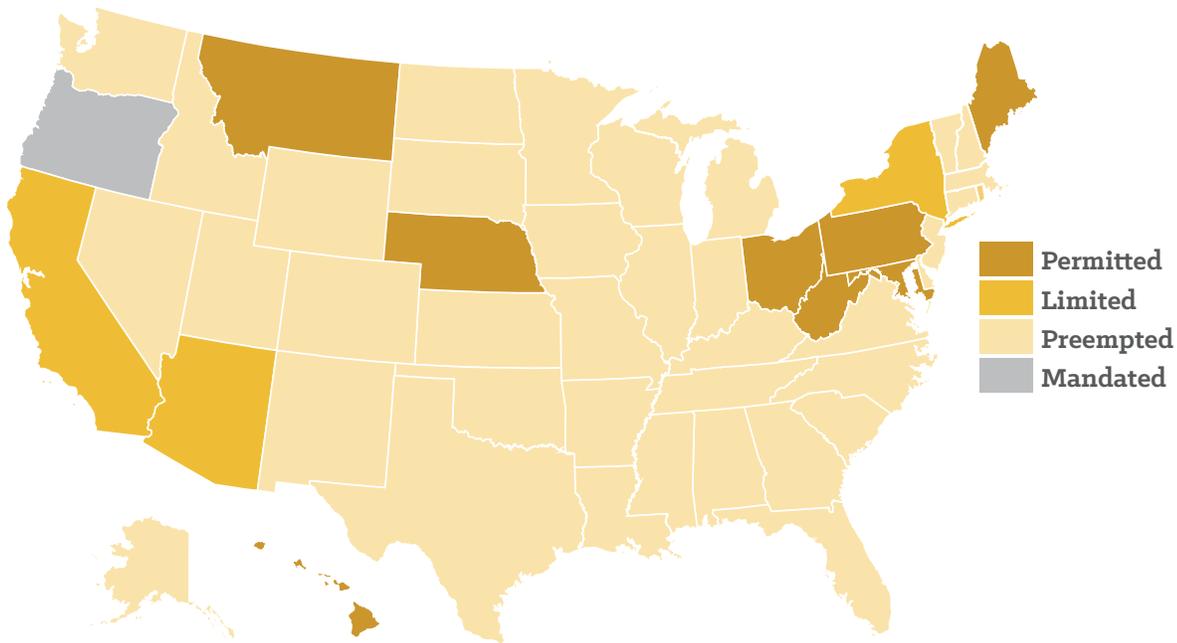


Some cities with competitive real estate markets have implemented rent control to combat rapidly increasing rent burdens. Rent control ordinances limit the amount a landlord can charge tenants. They can also regulate the frequency and timing of rent increases.

There are strong disagreements about the impact of rent control on housing affordability. Those in favor of rent control argue that this policy helps existing residents remain in their dwellings, stabilizes neighborhoods and reduces gentrification.<sup>12</sup> Opponents say rent control dissuades developers from

building new housing or improving existing stock.<sup>13</sup> A 2018 Stanford University study discovered that rent control tends to accelerate gentrification because it incentivizes landlords to convert rental housing into higher-end condominiums and cooperatives.<sup>14</sup> On the other hand, as reported by *The New York Times*, “The study also concluded however, that rent control lived up to its promise of reducing the displacement of lower-income tenants and older people.”<sup>15</sup> Economists tend to view rent control as a short-term fix that has the potential to distort housing markets. They advocate instead for increased housing supply.

## Local Authority to Implement Rent Control Policy



Source: National League of Cities

Nonetheless, rent control policies provide municipalities the ability to regulate increases in residential rent prices. This analysis assesses states based on the authority they grant cities to implement rent control. These include:

- **Permitted** (9 states and the District of Columbia): These cities are in states that permit local rent control with minimal restrictions, or are in home rule states with no state restrictions on local rent control policies.
- **Limited** (4 states): These cities are in states that permit local rent control with restric-

tions or specific implementation criteria, including requiring state approval, permitting rent control only for public housing, or establishing a ceiling or rate of increase for local policies.

- **Preempted** (36 states): These cities are in Dillon's Rule states with no statute expressly authorizing local rent control, or are in states that expressly prohibit local rent control.
- **Mandated** (1 state): Cities in this state must adhere to the statewide rent control laws and are preempted from passing their own rent control laws.

Cities in only nine states and the District of Columbia are permitted to implement rent control with no state restrictions. In seven of these states (Montana, Nebraska, West Virginia, Ohio, Hawaii, Pennsylvania and Maine), there are simply no state-level laws limiting how local governments can create rent policy. Interestingly, even though these states allow cities to create rent control policies, no one has done so yet. The District of Columbia, Maryland and New Jersey, however, permit rent control and have cities with policies on the books. For example, in New Jersey, over 100 municipalities have rent control ordinances in varying degrees based on what they cover or how rents can be adjusted.<sup>16</sup>

Cities in four states (Arizona, Delaware, California and New York) have “limited” ability to enact rent control policy. It’s worth pointing out that Arizona and Delaware have a unique approach to rent control policy. Arizona does not allow any private residential housing unit to be subject to rent control. Cities, charter cities and towns may not impose rent control on these units in their jurisdictions. However, publicly-owned residential property, or property that is financed or insured by Arizona’s state or local governments, can be subject to a rent control law.<sup>17</sup>

In 2013, Delaware created a rent justification law that applies to manufactured homes.<sup>18</sup> These homes, unlike traditional mobile homes, are typically built into the ground. They are owned by the dwellers, like mobile homes, the land is rented.<sup>19</sup>

California preempts cities from implementing rent control in all but 15 cities. These 15 cities

had a form of rent control before the state decided what municipalities could or could not do regarding rent control policy. Local rent control was grandfathered in, but face state restrictions about how it is applied.

New York has a centralized rent regulation framework, which includes an Office of Rent Administration, and two types of rent policy programs. The first is rent control, which generally applies to buildings constructed before 1947, and the second is a rent stabilization program that covers buildings constructed between then and 1974. New York City is administered separately from other areas within the state under these programs.<sup>20</sup>

There are 36 states that preempt cities from establishing a rent control policy. Cities are either in Dillon’s rule states, like Nevada, Vermont and Rhode Island, with no state statute allowing for local rent control, or in states like Michigan, Wisconsin and Florida that expressly preempt cities from rent control policies regardless of Dillon’s or home rule status.

In February 2019, Oregon became the first state in the U.S. to enact mandatory statewide rent control.<sup>21</sup> Cities in Oregon must adhere to the statewide rent control laws and are preempted from passing their own rent control laws. The law limits rental price increases to once per year and a maximum of seven percent plus the yearly change in the consumer price index. Any property built within the past 15 years is exempt from rent control. Landowners who give reduced rent from federal, state or local government subsidies or programs are also exempt. The legislation also prohibits no-cause evictions, except for the first year of tenancy.



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**There are strong disagreements  
about the impact of rent control  
on housing affordability.**

# Housing Vouchers as Source of Income

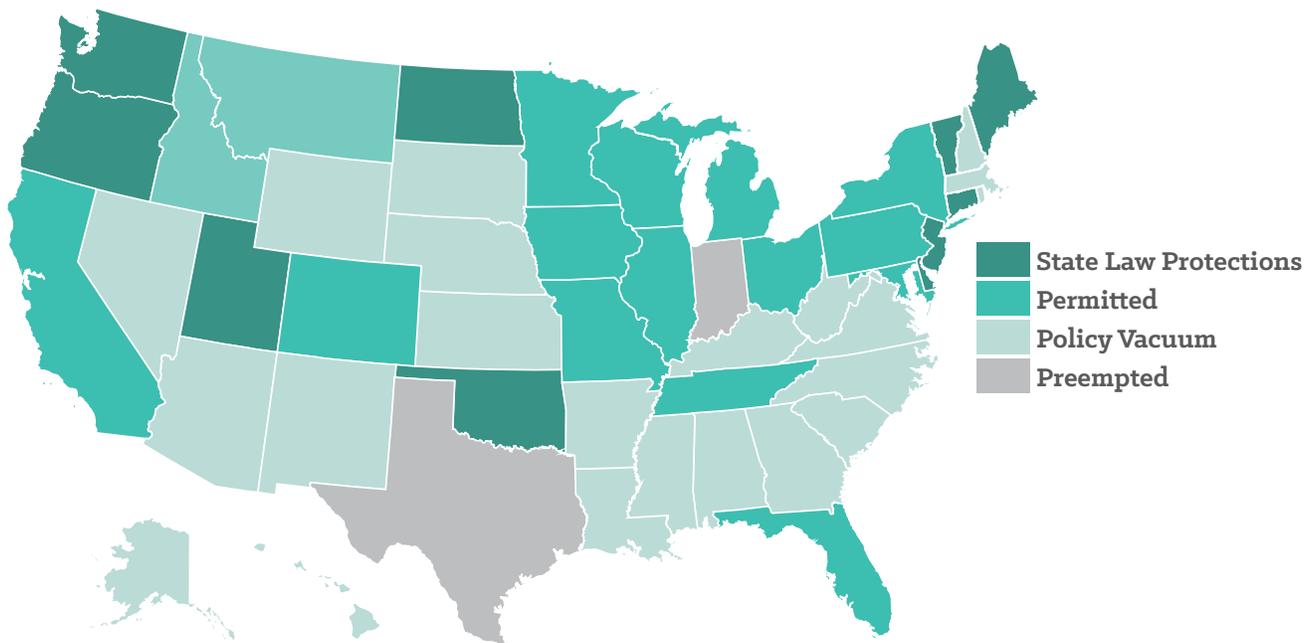


**T**he federal government enacted the Fair Housing Act (FHA) to protect citizens from discrimination. The law prohibits property owners, real estate companies, municipalities, banks and other lending and insurance institutions from discriminating on the basis of seven classes (race, religion, national origin, sex, disability and family status) in the sale, rental and financing of housing.<sup>22</sup> FHA provides minimum specifications of protected classes, or a “floor preemption,” but permits states to implement their own fair housing laws that extend housing protections to other groups excluded from the federal protections.

Since families that use housing vouchers to help pay their rent are excluded from federal protections, they increasingly face housing

discrimination. The Housing Choice Voucher (HCV) is a federal assistance program created to help citizens obtain affordable housing in the private market. In most cases, however, laws do not require direct housing providers to accept housing vouchers. Accepting housing vouchers requires providers to work directly with housing agencies for rental payments, a hurdle many providers prefer to avoid. This hurdle, as well as a bias by some providers that voucher holders are less responsible renters, has caused an increase in a growing number of discriminatory housing practices against voucher holders.<sup>23</sup> Some states and localities have responded by specifying housing voucher holders as a protected class under source of income statutes in fair housing laws (other sources of income can include alimony and disability benefits).

## State and City Protections for Housing Voucher Holders



Source: National League of Cities

This additional protection means that housing providers may not legally refuse to rent based solely on a renter's source of income when that source of income is tied to housing vouchers. A 2018 U.S. Department of Housing and Urban Development study found that voucher non-discrimination laws are associated with substantial reductions in the share of property owners that refuse to accept vouchers.<sup>24</sup> This has led to greater affordability in more opportunity-rich areas.

In our assessment of the states, we classify whether state fair housing laws address housing voucher holders as a protected class, and the extent to which cities are permitted to protect vouchers as a source of income:

- **State law protections** (11 states and the District of Columbia): Housing voucher holders are a protected class under state fair housing law.
- **Permitted** (14 states): Cities are permitted to extend protections to voucher holders via local fair housing ordinances.
- **Policy vacuum** (23 states): Cities in states with neither state nor local protections but have no restrictions on local fair housing.
- **Preempted** (2 states): Cities in states that expressly prohibit local fair housing.<sup>25</sup>

## Local Tools to Address Housing Affordability: A State-by-State Analysis

According to the Poverty and Race Research Council, the District of Columbia and 11 states (Connecticut, Delaware, Maine, Massachusetts, New Jersey, North Dakota, Oklahoma, Oregon, Utah, Vermont and Washington) explicitly include housing vouchers as a protected class under source of income in the state fair housing law.<sup>26</sup> Three other states, California,

Minnesota and Wisconsin, have source of income protections in their state fair housing law, but do not include housing voucher holders among those protected classes.

Localities in 14 states (California, Colorado, Florida, Illinois, Iowa, Maryland, Michigan, Minnesota, Missouri, New York, Ohio,



### Fair Housing in Washington State

Washington is the most recent state to enact source of income protections after House Bill 2578 went into effect in September 2018.<sup>28</sup> These protections include “housing vouchers, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs and other programs administered by any federal, state, local, or nonprofit entity.”<sup>29</sup> Landlords may be penalized up to 4.5 times a unit’s monthly rent and be responsible for court costs and attorneys’ fees if they discriminate against a current or prospective tenant based on source of income.<sup>30</sup>

In addition to protections, the state of Washington established a landlord mitigation program to incentivize landlords to rent to voucher holders. Funded by existing document recording fees from county auditors, HB 2578 covers a landlord’s cost of repairs from \$500 up to \$1,000 for any prospective tenant protected based on source of income.<sup>31</sup> Furthermore, the program offers reimbursement of up to \$5,000 to landlords for lost rental income and/or damages that result from renting to low-income tenant with a subsidy.<sup>32</sup>

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Pennsylvania, Tennessee and Wisconsin) are permitted to extend voucher holder protections. Three states (California, Minnesota and Wisconsin) have statewide source of income laws but have excluded housing vouchers as a protected class while 11 states (Colorado, Florida, Illinois, Iowa, Maryland, Michigan, Missouri, New York, Ohio, Pennsylvania and Tennessee) do not have statewide source of income laws and therefore, they have no statewide housing voucher protections. However, localities in all of these 14 states have enacted local ordinances to protect voucher holders.

Twenty-three states have policy vacuums on housing voucher source of income protections because there are neither state law protections nor local protections. These states include Alabama, Alaska, Arizona, Arkansas, Georgia, Hawaii, Idaho, Kansas, Kentucky, Louisiana, Mississippi, Montana,

Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, Rhode Island, South Carolina, South Dakota, Virginia, West Virginia and Wyoming.

There are several reasons for this policy vacuum. In some cases, cities have fair housing laws but choose not to include include housing voucher holders as a protected class. In other cases, cities are in states that follow Dillon's Rule and have no statute expressly authorizing local fair housing policies.

Cities in two states (Texas and Indiana) are preempted from implementing housing voucher protections. When cities in Texas and Indiana passed local ordinances including housing vouchers as a protected class under source of income, both states passed laws in 2015 preventing local governments from implementing any form of voucher protections.<sup>27</sup>

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## State Fair Housing Laws

According to the Policy Surveillance Program at the Temple University Beasley School of Law, 49 states and the District of Columbia have enacted their own statewide fair housing laws.<sup>33</sup> Mississippi is the only state that hasn't. Most states permit cities to expand fair housing laws locally to address housing discrimination not covered by state and federal fair housing protections.

Each state's fair housing law is different in terms of which classes and/or types of discriminatory actions are regulated under law. For example, states often add protected classes including age, ancestry, sexual orientation, gender identity, marital status, military status, domestic violence victims, source of income, genetic information, pregnancy and HIV/AIDS.

Six states (Washington, Illinois, Ohio, New York, Massachusetts and Rhode Island) also include fair housing protections for individuals based on their military status. In addition to protected classes, other types of discriminatory actions are addressed under state fair housing laws. For instance, refusing to provide municipal services is a type of discriminatory practice under fair housing laws in five states (Arizona, Texas, Georgia, Virginia and Maryland).

Seven states (Alaska, Colorado, Kansas, Maryland, Montana, New York and Pennsylvania) authorize fines, prison sentences or misdemeanors as potential penalties for violations of fair housing laws.

# Local Housing Trust Funds

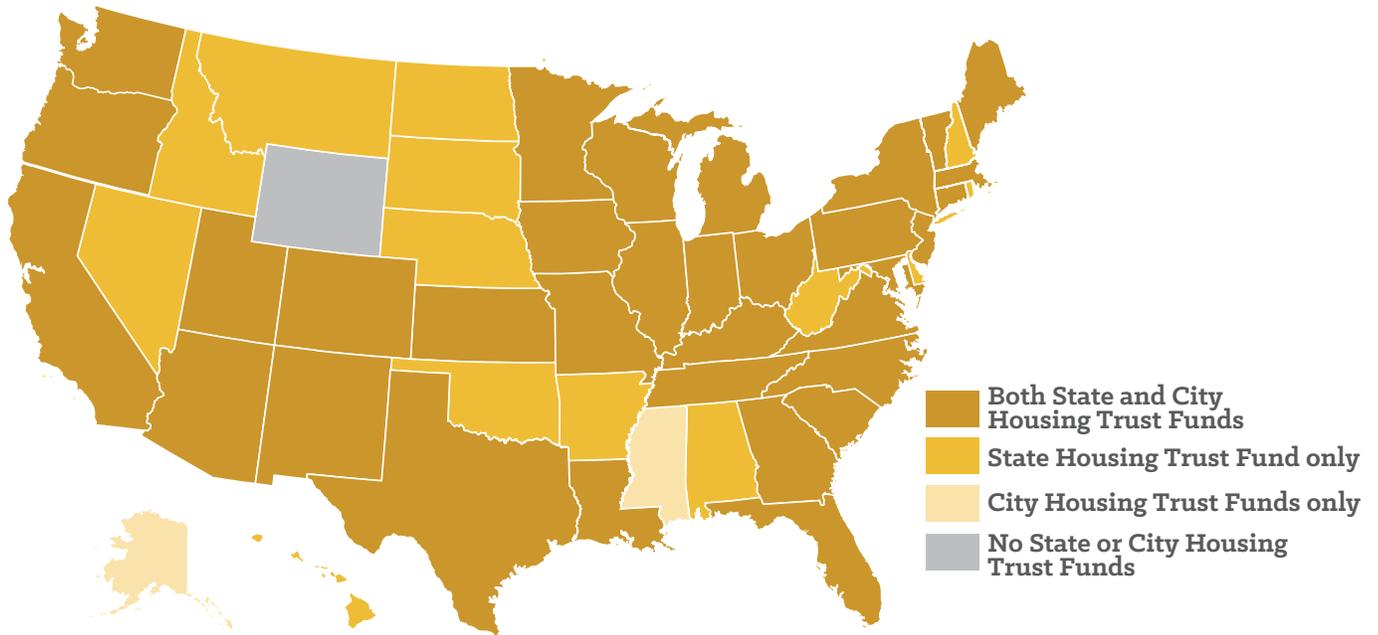


**H**ousing trust funds are established, ongoing, public funding sources for low-income housing development. They can be established by legislation or ordinance.<sup>34</sup> Forty-seven states and the District of Columbia have state-level housing trust funds in place to bolster development of affordable housing. Of these, Alabama, Idaho and Rhode Island have yet to identify ongoing, defined sources of revenue for their programs and do not have any money in their trust funds. The only states that do

not have state-level housing trust funds are Mississippi, Wyoming and Alaska.

States, however, are not the only source of housing trust fund dollars for cities. Local governments across the country have established their own local-level funds. One hundred and nine cities in 34 states and the District of Columbia have established housing trust funds, which collected over \$1 billion in 2018.<sup>35</sup> Wyoming is the only state without any housing trust funds at the state or local level, creating a policy vacuum.

## State and City Housing Trust Funds



Source: National League of Cities

Housing trust funds are a policy area on which state and city governments agree. There are no laws in the 14 states that don't require city-level housing trust funds that prevent local governments from establishing them. There are also several states where the state funds are the sole source of funding as cities have not established their own funds. These states tend to either have low populations or very robust state-level funds, thereby decreasing the need for additional funding at the local level.

State and local housing trust fund dynamics fall into one of four categories:

- The **state** has a housing trust fund and **cities** within that state also have funds (33 states and the District of Columbia)
- The **state** has a housing trust fund, but the cities do not (14 states)
- The state does not have a housing trust fund, but **cities** do (2 states)
- Neither the state nor cities within the state have housing trust funds (1 state)

In the absence of state funds, Jackson, Miss., and Juneau, Alaska, have established local trust funds.<sup>36, 37</sup> According to Jackson city staff, the funds intended for the housing trust fund were spent on unexpected city needs. As a result, the city has yet to put money into the trust fund but is currently exploring new funding sources. Juneau established its housing trust fund in 2010 and began the disbursement of funds in 2011. Some common sources of funding for city-level housing trust funds include developer impact fees, inclusionary in-lieu fees, property

and housing excise taxes and construction excise taxes.

Housing trust funds provide vital funding for increasing the stock of affordable housing in cities and towns across the country. City-level housing trust funds, as shown by cities like Juneau, create revenue when a state lacks funds. They can also cater to the specific needs of the population. State- and city-level trust funds are, in many cases, complementary funds that increase the development of affordable housing (see page 24).



### State Housing Trust Funds

In 2018, individual states collected a total of \$1.6 billion for housing trust fund money. State governments relied on a variety of income sources, including real estate transfer taxes, interest on real estate escrow taxes, general fund revenues, document recording fees and appropriation budget allocations<sup>38</sup>

A few states have turned to less conventional methods to build revenue for their funds. Pennsylvania creates revenue through the Marcellus Shale impact fee, a tax levied on natural gas companies, as a source of revenue.<sup>39</sup> New Jersey collects revenue for its housing trust fund from those fined for unsafe driving.<sup>40</sup> Indiana earns revenue through the Smokeless Tobacco Tax, among other source, for its state housing trust fund.<sup>41</sup>



## Juneau, Alaska

Established in 2010, the Juneau Affordable Housing fund serves as Alaska's only housing trust fund. No such fund exists at the state government level. Managed by the city and borough of Juneau, the trust fund is fed by the city's general fund and state capital budget.<sup>42</sup>

The trust fund helps low-income residents tackle the challenge of finding affordable housing. Non-profit, for-profit and public housing authority entities can all apply for low or zero percent interest loans to build affordable housing units for residents at 120 percent area median income or below, with amounts not to exceed \$150,000.<sup>43</sup> The fund seeks to expand:

- Use of capital to develop housing units
- One-bedroom rental units for low-income residents
- Long-term affordability
- Sustainability of the trust fund<sup>44</sup>

Juneau determined that 85 percent of its residents made less than \$35,000 and that, in 2010, approximately 1,200 households were rent-burdened. Many of the residents in this category were found to be youth, special needs residents, veterans and seniors.<sup>45</sup> These groups typically need both single and multi-family housing, both of which the fund can address.

With over \$400,000 in the fund and two-years' worth of operating expenses held in reserve, Juneau is working to combat the lack of accessible and affordable housing, one unit at a time.

# State Affordable Housing Tax Incentives



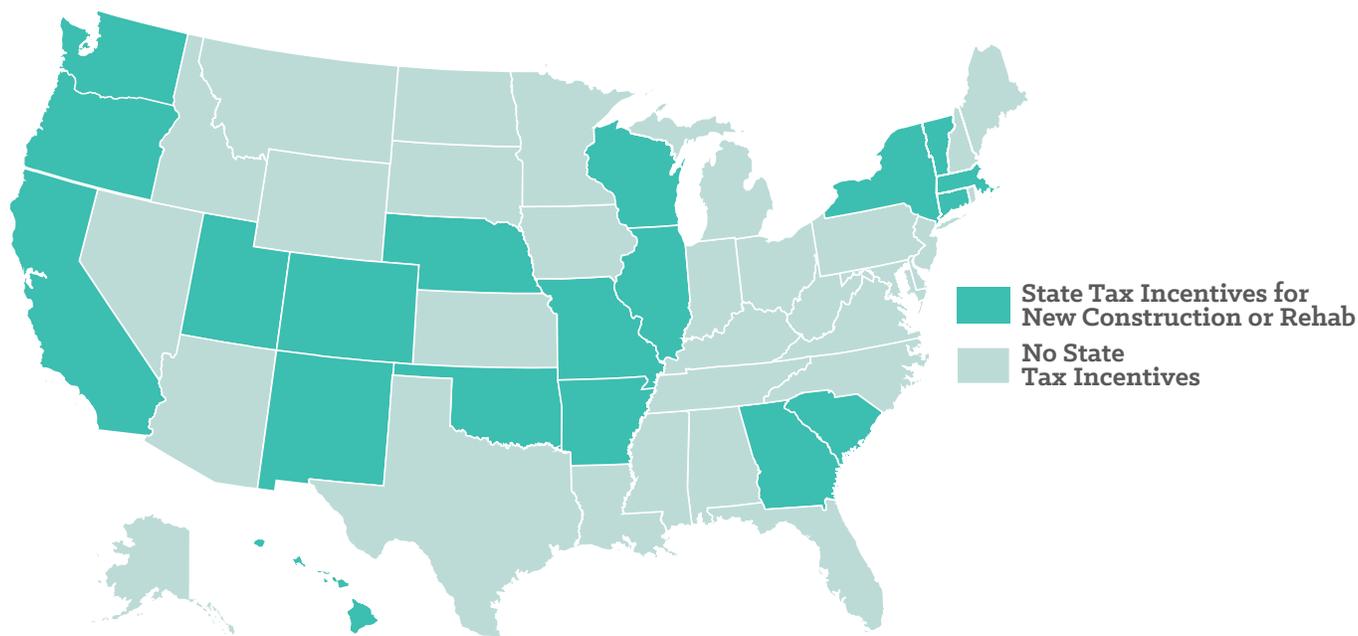
**T**he most common source of low-income housing tax credits is the federal Low-Income Housing Tax Credit (LIHTC) program, which “gives state and local LIHTC-allocating agencies the equivalent of nearly \$8 billion in annual budget authority to issue tax credits for the acquisition, rehabilitation or new construction of rental housing targeted to lower-income households.”<sup>46</sup> Some states, however, supplement these federal funds with dollars from their own budgets to further increase development of affordable housing. Common state policies include tax-exempt housing bonds, tax credits distributed to owners with properties reserved all or in part for low-income

residents, and income tax liability reduction for developers.

While cities do not have direct control over how these funds are allocated, the program encourages private developers to increase the supply of affordable housing resulting in substantial affordable housing development in urban centers.<sup>47</sup> Currently, 2.5 million units in 6,286 cities have been financed through the LIHTC program.<sup>48</sup>

Nineteen states and the District of Columbia have state-level tax incentives for new construction and/or rehabilitation of existing low-income housing. Of this group, 14 states

## State Tax Incentives



Source: National League of Cities

tie these tax-incentive dollars to federal LIHTC funding. In most cases, states require applicants to indicate that they will be applying for state funding on the federal application. Sometimes, this state funding is bound to the federal funding in the form of a dollar-for-dollar match or percentage of federal funds. Since states distribute these federal funds, overlap sometime occurs in how the funds are awarded. In some cases, the programs are combined.

States often leverage their low-income housing tax credits to maximize the impact. Connecticut, for example, allocates up to \$10 million in tax credits every year for non-profit

developers building housing for low or very low-income residents.<sup>49</sup> Illinois encourages private investment in affordable housing by offering qualified donors a one-time state income tax credit equal to 50 percent of the donation.<sup>50</sup>

The District of Columbia and five states (New Mexico, New York, Oregon, Washington and Wisconsin) do not require applicants to first apply for federal funding. They also have their own separate applications. While many of these programs mirror the federal program in terms of the eligibility for benefits and types of tax credits offered, these funds are not tied to federal funding applications.

# Conclusion

The local housing context varies not only by regional housing market types, but also by the tools available to cities, towns and villages to address the needs of their communities. Based on our assessment of inclusionary housing, rent control, housing voucher holder protections, housing trust funds and state tax incentive programs, cities in New York and California and the District of Columbia have more tools to address housing affordability than others. Cities in Idaho, Indiana, Kansas, Texas and Virginia have fewer.

In addition to the number of tools available to cities, the way these policies play out locally varies significantly by state. For example, in some states with local inclusionary housing, rent control restrictions limit the authority of cities to implement mandatory programs, whereas in other states, this is not the case.

Despite these variations, one thing is crystal clear: The significant housing problem facing our country is compelling cities and states to rethink how they address the issue, and to adapt the relationship they have with each other to meet the scale of the challenge. Cities can take a number of steps to achieve the careful balance of local flexibility and mutual housing affordability goals, including:

- **Review, strengthen and update low-hanging fruit tools.**

Nearly all cities have control over local planning, zoning and development regulations

and can carefully examine these tools to improve housing options across income levels. For example, cities can relax density requirements in areas designated as single family, modify parking requirements and streamline development processes for projects with an affordability component.

- **Fill a policy vacuum.**

Cities in 23 states do not have state or local sources of income protections for housing voucher holders. These states also do not have explicit restrictions on local fair housing, meaning that many cities have the opportunity to create policies to limit discrimination and help extend housing options to those using housing vouchers.

- **Proactively engage state partners.**

For example, cities in the state of Utah have been working with the state legislature and state Commission on Housing Affordability to craft a bill that not only accelerates affordability in regional housing markets across the state, but also offers cities flexibility to do so in ways that meet their unique needs.

- **Leverage State Programs for Local Investment**

Leverage state programs for local investment, such as state tax credits and state housing trust funds.

No matter the solution, the plan or the type of city, a productive local-state relationship is at the heart of providing housing opportunities for people across the income spectrum. After all, ensuring everyone has a place to call home is a priority for all cities and states.



“

**The significant housing problem facing our country is compelling cities and states to rethink how they address the issue, and to adapt the relationship they have with each other to meet the scale of the challenge.**

# References

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CENTER FOR CITY SOLUTIONS

**ORDINANCE NO. 1219**

**AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FINDING AN IMMINENT PERIL TO THE PUBLIC HEALTH, SAFETY, OR WELFARE DUE TO SEVERE DROUGHT CONDITIONS; PROHIBITING THE USE OF FIREWORKS IN THE CITY OF KETCHUM, PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, A REPEALER CLASE, A PUBLICATION PROCESS AND PROVIDING AN EFFECTIVE DATE.**

- A. Lack of precipitation in the Big Wood Basin since 2019 has created severe drought conditions and extreme fire danger in Blaine County.
- B. The use of fireworks within the area would present an imminent and severe fire threat based on current conditions.
- C. The use of fireworks would constitute an impending danger to public health, safety, and welfare requiring immediate enforcement of this prohibition.
- D. Idaho Code §50-901 provides for the immediate effect, upon posting in five public places of the city, and enforcement of emergency ordinances in situations of impending danger requiring immediate enforcement.

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

**Section 1. FINDING OF IMMINENT PERIL TO THE PUBLIC HEALTH SAFETY AND WELFARE.** The City Council hereby finds that an imminent peril and impending danger to the public health, safety, and welfare exists caused by the severe drought and the high risk of severe fire danger associated with use of fireworks in such conditions.

**Section 2. DECLARATION OF PROHIBITION AND IMMEDIATE EFFECCT.** Effective immediately upon posting of this ordinance, the use of fireworks is prohibited within the city limits of the City of Ketchum. This prohibition shall be in effect for one-hundred and eighty (180) days from the effective date of this Ordinance, unless earlier rescinded by the City Council.

**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 impending danger necessitating immediate enforcement, this Ordinance shall take effect immediately by proclamation of the Mayor pursuant to Idaho Code §50-901 and upon posting in five public places of the City. 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. EFFECTIVE DATE.** This Ordinance shall be in full force and effect immediately upon its passage, and upon approval and proclamation by the Mayor with posting according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this 21st day of June, 2021.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this 21st day of June 2021.

APPROVED:

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Neil Bradshaw  
Mayor

ATTEST:

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Tara Fenwick, City Clerk

POSTED in the following five public places on June 21, 2021:

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

ACKNOWLEDGMENT OF POSTING

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Tara Fenwick, City Clerk



## City of Ketchum

June 16, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Adopt Ordinance #1219 Enacting a Temporary Ban on Fireworks**

#### Recommendation and Summary

Staff is recommending the council Adopt the following motion:

**“I move to adopt Ordinance #1219 AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FINDING AN IMMINENT PERIL TO THE PUBLIC HEALTH, SAFETY, OR WELFARE DUE TO SEVERE DROUGHT CONDITIONS; PROHIBITING THE USE OF FIREWORKS IN THE CITY OF KETCHUM, PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, A REPEALER CLASE, A PUBLICATION PROCESS AND PROVIDING AN EFFECTIVE DATE.”**

The reasons for the recommendation are as follows:

- The city of Ketchum is in a stage 5 level drought, also known as an “Exceptional Drought”. This is the highest drought level recorded, and the worst drought ever recorded in the Big Wood Valley.
- April and May each recorded only 1 inch of rain in Ketchum. So far in June, only 1/10 of an inch has been recorded.
- 2020 was the hottest year on record globally and locally. 2021 has been warmer than 2020 to date for Ketchum.
- The National Interagency Coordination Center is forecasting significantly higher risk than normal for major fires in Blaine County from July through October.
- Wildland firefighting resources are already scarce despite it being early in the peak fire season.
- Fireworks cause an average of nearly 20,000 fires annually across the country.

#### Introduction and History

Within Idaho, “safe and sane” fireworks are permitted between June 23 and July 5 of each year. “Safe and Sane” fireworks include sparklers, fountains, ground spinners and other devices that may shoot sparks up to 20 feet. While dubbed “Safe and Sane”, these types of fireworks do cause fires and injuries. In fact, sparklers cause more injuries than any other type of firework.

Fire danger on the Sawtooth National Forest is now posted as “high”. Fire restrictions are going into effect on June 25. A full fire ban is anticipated soon. Vegetation is currently the driest ever recorded for the date, and equivalent to late July in a “typical” year.

Idaho Statute 39-2609 states “Use of fireworks in any area that constitutes a severe fire threat based on the vegetative conditions during the current fire season as determined by the county or authority having jurisdiction, provided that notice of such areas is given in advance”. Idaho Code 50-901 provides for the immediate effect, upon posting in five public places of the city, and enforcement of emergency ordinances in situations of impending danger requiring immediate enforcement.”

With the current vegetative conditions, Ketchum now faces a “severe fire threat”, and that threat poses a immediate risk to the residents and visitors to Ketchum.

Sustainability Impact

No impact.

Financial Impact

No impact.

Attachments

- Draft ordinance #

**Acceptance**

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Neil Bradshaw, Mayor  
City of Ketchum



### Ketchum City Hall Remodel

Change Order Rm 106 May 10, 2021

LOCATION: Ketchum, Idaho  
 ARCHITECT: CSHQA  
 DURATION(mnths): 5  
 WARRANTY(yrs): 1  
 SITE ACREAGE: 0.29 Acres  
 SQUARE FOOTAGE: 15749 GSF

#	Description		Base Price
<b>DEMOLITION/ OFF-SITE INFRASTRUCTURE</b>			<b>\$2,922</b>
3	Selective Demolition	Interior Contractors, Inc.	<b>\$2,922</b>
<b>SITE WORK (ROUGH)</b>			<b>\$0</b>
6	Temporary Site Construction Requirements	Clear Creek	<b>\$0</b>
7	Survey, Layout and Staking		<b>\$0</b>
8	Earthwork, Paving, Site Signage & Striping		<b>\$0</b>
<b>SITE WORK (FINISH)</b>			<b>\$0</b>
15	Landscaping Irrigation & Fencing		<b>\$0</b>
<b>STRUCTURE</b>			<b>\$0</b>
29	Site & Building Concrete		<b>\$0</b>
32	Structural Metals		<b>\$0</b>
35	Rough Carpentry		<b>\$0</b>
<b>ENCLOSURE</b>			<b>\$2,261</b>
38	Caulking and Sealants	Core West	<b>\$593</b>
42	Thermal and Sound Insulation	Altitude Insulation	<b>\$718</b>
43	Membrane Roofing	Nations Roof Mountain	<b>\$950</b>
46	Stucco / E.I.F.S.	Desert Sage	<b>\$0</b>
49	Glass and Glazing		<b>\$0</b>
<b>INTERIOR FINISHES</b>			<b>\$16,131</b>
55	Temporary Building Construction Requirements		<b>\$0</b>
56	Doors, Frames and Hardware	Johnson Brothers Planing Mill, Inc.	<b>\$2,175</b>
59	Finish Carpentry / Millwork		<b>\$0</b>
61	Metal Studs, Drywall, and ACT	Interior Contractors, Inc.	<b>\$5,791</b>
62	Paint		<b>\$0</b>
65	Carpet and Resilient Flooring	Dillabaugh's flooring America	<b>\$8,165</b>
70	Final Clean		<b>\$0</b>
<b>SPECIALTIES</b>			<b>\$0</b>
72	Building Signage		<b>\$0</b>
<b>EQUIPMENT</b>			<b>\$0</b>
<b>MP&amp;E SYSTEMS</b>			<b>\$59,970</b>
97	Fire Sprinkler Systems	Mountain Fire Sprinklers	<b>\$1,200</b>
98	Plumbing Systems	Evans Plumbing Incorporated (EPI)	<b>\$6,720</b>
99	HVAC Systems	Thornton Heating & Sheetmetal	<b>\$45,200</b>
103	Electrical Systems	Lea Electric LLC	<b>\$6,850</b>
<b>SUBCONTRACTOR DEFAULT INSURANCE</b>			<b>\$1,143</b>

<b>Subtotal (with Direct Costs)</b>		<b>\$82,426</b>
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<b>CONTINGENCIES &amp; ALLOWANCES</b>		
5.0%	CM/GC Construction Contingency	\$82,426
		<b>\$4,121</b>

<b>Subtotal (with Contingencies &amp; Allowances)</b>		<b>\$86,547</b>
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	GENERAL REQUIREMENTS	BASED ON	SUB TOTAL
REQUIRED	General Conditions	4.5 Months	

<b>Subtotal (with General Requirements)</b>		<b>\$86,547</b>
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	INSURANCE, BONDS, AND BUILDERS RISK	BASED ON	SUB TOTAL
REQUIRED	General Liability	\$92,519	<b>\$925</b>
REQUIRED	Payment and Performance Bond	\$92,519	<b>\$773</b>
REQUIRED	Builders Risk Insurance	\$92,519	<b>\$331</b>

<b>Subtotal (with GR's, Prof. Services, &amp; Insurance)</b>		<b>\$88,577</b>
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RATE	CONTRACTOR'S FEE	BASED ON	SUB TOTAL
4.45%	CM / GC Fee	\$88,577	<b>\$3,942</b>

<b>Subtotal (GR's, Prof Services, Insurance, Tax, &amp; Fee)</b>		<b>\$92,519</b>
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		<b>Estimate Amount</b>
<b>Estimate Total</b>		<b>\$92,519</b>

The findings indicated:

- The existing system had 25 tons of capacity based on occupant load. Current code requires 52 tons of capacity based on preliminary calculations of occupant load.
- The existing system did not provide outside air (OSA) Mechanical Ventilation. Current codes require OSA of 3,000 cfm based on preliminary calculations.
- The existing HVAC Zoning was split into 2 zones per floor (East and West only). New HVAC systems typically zone, per load type, equating to 4 to 6 zones per floor.
- The existing HVAC equipment is staged as “up-flow” installation, i.e. 1<sup>st</sup> floor equipment is located in the basement, 2<sup>nd</sup> floor equipment is located in the 1<sup>st</sup> floor, 3<sup>rd</sup> floor equipment is located in the 2<sup>nd</sup> floor. All equipment is located in mechanical closets utilizing precious floor space. New HVAC equipment is typically overhead, minimizing lost floor space. This configuration complicates phased construction strategies as work on the lower floor effects the mechanical equipment servicing the floor above.

The strategies pursued to provide a completely new mechanical system with the best sustainable option, running off electric feeds versus the existing gas system, resulted in a mechanical estimate of \$949,409.00. At the time of this estimate it was unknown if the building would require a greater electrical service. The design and construction team has now determined additional service would be required and has estimated a not to exceed allowance of \$250,000 for Idaho Power to upgrade electrical service.

A second option was explored which was a compromise between affordability and sustainability which eliminated conversion to electric from the existing gas system. This would remove the cost associated with upgrading the existing electrical panel of approximately \$25,000.00 as well as the potential of having to upgrade the existing building systems / power supply. The decision to utilize the compromise system of Split DX gas units and a VRF/VRV resulted in an HVAC material cost of \$449,479.00 cutting the initial investment in half.

However, this too exceeded the overall project budget. Therefore, it was determined to utilize the existing systems with supplementing with a mini-split on the 3<sup>rd</sup> floor and redistributing the mechanical ductwork to accommodate a minimal redesign of the floor plan. This strategy would not require building code upgrades, at this time, that require upgrading the existing system to accommodate an enlarged assembly occupancy. This resulted in a mechanical cost of \$132,243.00 and would allow for upgrades to take place at a future, to be determined, date. This saved the project over \$700,000.00.

After the conclusion of the bid process and submittal of the GMP, it was decided the Large Public Meeting Room located on the first floor needed to be enlarged to operate efficiently. The team evaluated the minimal improvements to accommodate the code requirements that are necessary for the larger assembly occupancy. The options evaluated included adding a 95% efficient 5 ton Gas Furnace with 13 seer AC condenser and coil along with an HRV fresh air exchange unit. This would be an additional cost of 45,000.00 for the mechanical equipment and \$6,850.00, for additional electrical feeds to power the equipment. Also evaluated was the option to utilize a comparable high efficiency electrical unit, AC Condenser and coils with an HRV fresh air recovery unit. It was determined the cost of the electrical HVAC equipment was comparable in price. However, it would require an electrical panel upgrade and supplemental electrical conduit, wiring etc. of approximately \$25,000.00.

All of the above work can be completed within the existing construction schedule durations as the equipment is available for immediate delivery.

Any further upgrades of the existing electrical infrastructure to accommodate future conversion to a complete electrical HVAC system, would require the involvement of Idaho Power to evaluate the available power within the immediate vicinity, the distance to provide the feeds as well as the cost associated with installation of a new transformer and supplemental electrical panels. Unfortunately, until a work order is submitted to Idaho Power to determine all the associated costs. The related costs can only be estimated on recent upgrades provided at other facilities. A recommended allowance for this electrical upgrade is approximately \$250,000.00.

Due to current procurement durations, of electrical transformers and associated equipment and scheduling of Idaho Power work orders, the project would require an additional six months and would prevent occupancy of the meeting room by September 2021.

#### Sustainability Impact

An electric unit would support the city's clean energy goals. However, the electric unit would not be as energy efficient as recommissioning the full HVAC system.

#### Financial Requirement/Impact

The dual fuel HVAC is included within the \$92,519 change order. Should the Council elect to go with an electric only unit, it would be an additional \$25,000 for the panel and up to \$250,000 to extend additional power service to the building. The necessary funds do exist in the CIP fund balance and General Fund balance without accessing set reserves.

#### Attachment:

Change Order quote for room expansion



City of Ketchum  
City Hall

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve a Dual Fuel HVAC Unit Associated with Expansion of Public Meeting Room at New City Hall**

Recommendation and Summary

During the June 7<sup>th</sup> meeting, the Council approved the expansion of the meeting room and associated \$92,519 change order. However, the Council did not make a final determination regarding whether to approve a dual fuel system HVAC unit which is included in the change order amount OR an electric only unit which would result in an additional \$25,000 to upgrade the panel and potentially up to \$250,000 to have Idaho Power upgrade service to the building. Staff held a follow-up session with CSHQA and CORE Construction to debrief on the pros and cons as it relates to the project. The recommendation from the project team is to keep with a dual fuel system.

*Regarding Council Meeting Room:*

**Option #1: "I move to fund the change order which includes dual fuel HVAC unit."**

**Option #2: "I move to appropriate an additional \$25,000 to fund the change order and an allowance of up to \$250,000 to extend electric service for an electric only HVAC unit."**

The reasons for the recommendation are as follows:

- The city intends to recommission the building's entire HVAC system in future years. The technology associated with electric only HVAC units continues to advance.
- An electric unit purchased now would not likely be integrated with the rest of the building's new system due to change in technology.
- Should the Council select the electric only option, it would affect the overall project schedule delay occupy of the meeting room space for several months past the current September completion timeline.

Introduction and History

As part of the initial design work of the building, the consultant team researched various options to determine the most efficient system to upgrade the entire building with the best value and sustainable operations afforded by the project budget. To determine the options available the existing building systems needed to be evaluated as related to Building Code Updates, implemented during the last 20 years.



City of Ketchum  
City Hall

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Review and Discussion on Draft General Fund Five-Year Capital Improvement Plan**

#### Recommendation and Summary

Staff has completed the draft version of the General Fund Five-Year Capital Improvement Plan for the City Council's initial review and feedback. Staff did not fiscally constrain the plan as the intention was to be transparent to the Council with all department requests. Based on Council direction, the plan will be revised to ensure expenses match anticipated revenues. The revised plan would be reviewed again during the June 28<sup>th</sup> Council budget workshop.

#### Introduction and History

The Governmental Finance Officers Association outlines a best practice of a multi-year capital improvement plan. Further, Idaho law requires such a plan should the city wish to collect development impact fees for fire, police, parks and transportation. Once the City Council has completed the final approval of the plan, staff will return with an updated Impact Fee Plan for adoption. It is important to note that the only funds that would be requested for appropriation by the Council are associated with Fiscal Year 2022. The plan is intended to be a long-term document which would be revisited at least twice a year. Staff intends to conduct public input on the draft plan starting on June 18<sup>th</sup> and will provide the findings from that effort to the Council before the June 28<sup>th</sup> budget workshop.

During the June 21<sup>st</sup> session, staff will review the plan to gain policy direction on the following items from the City Council:

- Summary of expenses by department/service function (e.g. transportation).
- Financial impact to both on-going revenues of General Fund and Local Option Tax Fund (LOT), as well as impact to fund balances (General Fund, Capital Fund, LOT).
- Highlight specific projects which might be more appropriate for alternative financing methods such as long-term lease or bonding versus cash basis.

Staff would appreciate specific feedback from the Council regarding:

- Does the plan contain projects that are not a priority of the Council?
- Does the plan outline the correct timing to execute the project?
- Are their projects missing in the plan?
- Does the Council desire alternative approaches or scopes to specific projects?

Sustainability Impact

Several projects contained in the plan are focused towards achieving sustainability goals such as water conservation in city parks as well as procurement of electric vehicles where possible. Further work is still needed to determine costs associated with transition to electric only at city facilities.

Financial Requirement/Impact

The attached document outlines both cost estimates for proposed projects as well as the source of funding.

Attachment:

Five-Year Capital Improvement Plan

# Ketchum Capital Improvement Program

## Sources/Uses Summary

Use of Fund Balances	FY 2021	FY 2022	FY 2022
	Starting Balance Less Restricted	Use of Funds	Remaining Balance
1 General Fund	\$ 2,124,930	\$ 1,532,260	\$ 592,670
2 GF Capital Improvement Fund	\$ 1,513,811	\$ 513,811	\$ 1,000,000
3 Local Option Tax (LOT) Fund	\$ 873,860	\$ 658,895	\$ 214,965
4 KURA project contribution	\$ -	\$ 237,600	\$ (237,600)
		\$ 2,942,566	

Current Year Resources Only		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
5 Local Option Taxes		\$ 658,895	\$ 234,200	\$ 234,200	\$ 234,200	\$ 234,200	\$ 1,595,695
6 General Fund End of Year Resources		\$ 1,446,837	\$ -	\$ -	\$ -	\$ -	\$ 1,446,837
7 Capital Fund (GF Transfer, Franchise Fees)		\$ 465,274	\$ 392,828	\$ 392,828	\$ 392,828	\$ 392,828	\$ 2,036,586
8 Impact Fees (Equals Proposed Needs)		\$ 133,960	\$ 60,400	\$ 44,400	\$ 187,580	\$ 170,220	\$ 596,560
9 Urban Renewal Agency		\$ 237,600	\$ 177,600	\$ 178,100	\$ 750,320	\$ 595,880	\$ 1,939,500
10 Total Current Year Resources		\$ 2,942,566	\$ 865,028	\$ 849,528	\$ 1,564,928	\$ 1,393,128	\$ 7,615,178

FY 2022 - FY 2026 Summary (Proposed Amounts)							
11 Fire		\$ 217,355	\$ 91,535	\$ 1,207,486	\$ 91,535	\$ 135,293	\$ 1,743,204
12 Police		\$ 200,500	\$ 69,000	\$ 69,000	\$ 21,000		\$ 359,500
13 Facilities/Power		\$ 54,000	\$ -	\$ -	\$ -	\$ -	\$ 54,000
14 Facilities/Power		\$ 618,800	\$ 278,000	\$ 235,000	\$ 368,500	\$ 206,000	\$ 1,706,300
15 Facilities/Power		\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
16 Mobility		\$ 167,040	\$ -	\$ -	\$ -	\$ -	\$ 167,040
17 Mobility		\$ 1,116,271	\$ 449,111	\$ 333,111	\$ 1,306,011	\$ 877,211	\$ 4,081,715
18 Facilities/Power		\$ 177,600	\$ 177,600	\$ 178,100	\$ 750,320	\$ 595,880	\$ 1,879,500
19 Recreation		\$ 20,000	\$ -	\$ -			\$ 20,000
20 Recreation		\$ 11,000	\$ 30,000	\$ 70,000			\$ 111,000
21 Street/Equipment		\$ 200,000	\$ 250,000	\$ 300,000	\$ 676,000	\$ 1,050,000	\$ 2,476,000
22 Technology		\$ 50,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 310,000
23 Sustainability Infrastructure		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
24 2022 Proposed Totals		\$ 2,942,566	\$ 1,460,246	\$ 2,507,697	\$ 3,328,366	\$ 2,979,384	\$ 13,218,259

<b>Surplus/(Deficit) of Current Year Funding</b>	\$ -	\$ (595,218)	\$ (1,658,169)	\$ (1,763,438)	\$ (1,586,256)	\$ (5,603)	172
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**Ketchum Capital Improvement Program**  
Sources/Uses Summary - FY 2022

**DRAFT 2022**

Description	Department	Status	Encumbrance Year (FY)	Projected Cost	Projected Funding Sources					% Growth
					Capital Fund			Urban Renewal Agency	Impact Fees (All)	
					Local Option Tax	Current Year Funding*	Planned Use of Fund Balance			
<b>FY 2022</b>										
Utility/Pick-Up Truck (2006 / 2021)	Fire	Proposed	2022	\$68,250	\$68,250	\$0				
Command Car (2012 / 2022)	Fire	Proposed	2022	\$57,750	\$57,750	\$0				
Firefighting EQ (tools)	Fire	Proposed	2022	\$14,680	\$14,680	\$0				
PPE (turnout gear)	Fire	Proposed	2022	\$31,375	\$31,375	\$0				
Radios (portable)	Fire	Proposed	2022	\$14,000	\$14,000	\$0				
Medical (city provided)	Fire	Proposed	2022	\$4,000	\$4,000	\$0				
Rescue (city provided)	Fire	Proposed	2022	\$24,800	\$24,800	\$0				
Shop Tools	Fire	Proposed	2022	\$2,500	\$2,500	\$0				
	<b>Fire</b>	<b>Department Total</b>	<b>2022</b>	<b>\$217,355</b>	<b>\$217,355</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Little Park Upgrades	Facilities	Proposed	2022	\$54,000	\$54,000	\$0				
Ford Ranger 2004	Facilities	Proposed	2022	\$35,000		\$35,000				
Water Conservation Upgrades Cost Savings	Facilities	Proposed	2022	\$20,000		\$20,000				
Atkinson Park Irrigation Upgrades	Facilities	Proposed	2022	\$25,000		\$25,000				
Atkinson Park Replace Fence Little League Field	Facilities	Proposed	2022	\$12,000		\$12,000				
Atkinson Park Refurbish Lower Multi Use Field	Facilities	Proposed	2022	\$150,000		\$150,000				
Edelweiss Park Install Irrigation Hookup	Facilities	Proposed	2022	\$10,000		\$10,000				
Forest Service Park Replace Restroom Fixtures	Facilities	Proposed	2022	\$6,500		\$6,500				
Forest Service Park Replace Stage for KA	Facilities	Proposed	2022	\$6,000		\$6,000				
Forest Service Park New Roof Residential Bldgs	Facilities	Proposed	2022	\$20,000		\$20,000				
Forest Service Park Paint All Buildings	Facilities	Proposed	2022	\$35,000		\$35,000				
Rotary Park Paint Bathrooms	Facilities	Proposed	2022	\$9,000		\$9,000				
Rotary Park Replace Paver Walkways	Facilities	Proposed	2022	\$18,000		\$18,000				
Rotary Park Replace Picnic tables	Facilities	Proposed	2022	\$9,000		\$9,000				
Rotary Park Replace Play Structure	Facilities	Proposed	2022	\$3,300		\$3,300				
Rotary Park Replace Irrigation	Facilities	Proposed	2022	\$32,000		\$32,000				
Towne Square Design Scope	Facilities	Proposed	2022	\$75,000		\$15,000		\$60,000		
Add Trash Cans (Citywide)	Facilities	Proposed	2022	\$10,000		\$10,000				
Replace Trash Can (Citywide)	Facilities	Proposed	2022	\$10,000		\$10,000				
City Streetscape Electrical Upgrades	Facilities	Proposed	2022	\$4,500		\$4,500				
511 Parking Lot Replant Planters	Facilities	Proposed	2022	\$8,500		\$8,500				
Power Line Undergrounding	Power	Proposed	2022	\$180,000		\$180,000				
	<b>Facilities/Power</b>	<b>Department Total</b>	<b>2022</b>	<b>\$732,800</b>	<b>\$54,000</b>	<b>\$618,800</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	
SH-75 Pathway-North of Town (Engineering)	Mobility	Proposed	2022	\$39,000		\$31,200			\$7,800	20%
1st Avenue and Sun Valley Road (Construction)	Mobility	Proposed	2022	\$95,700	\$76,560	\$76,560			\$19,140	20%
East Avenue and Sun Valley Road (Construction)	Mobility	Proposed	2022	\$113,100	\$90,480	\$90,480			\$22,620	20%

**Ketchum Capital Improvement Program**  
Sources/Uses Summary - FY 2022

**DRAFT 2022**

	Description	Department	Status	Encumbrance Year (FY)	Projected Cost	Projected Funding Sources				% Growth	
						Capital Fund			Urban Renewal Agency		Impact Fees (All)
						Local Option Tax	Current Year Funding*	Planned Use of Fund Balance			
1	<b>FY 2022</b>										
37	Downtown Core Sidewalk infill	Mobility	Proposed	2022	\$222,000		\$0		\$177,600	\$44,400	20%
38	Main St./Warm Springs Concept Design	Mobility	Proposed	2022	\$200,000		\$160,000			\$40,000	20%
39	Mill and Overlay East Avenue	Mobility	Proposed	2022	\$600,000		\$600,000				
40	Mill and Overlay Walnut Avenue	Mobility	Proposed	2022	\$80,000		\$80,000				
41	Sidewalk Curb and Gutter Repairs	Mobility	Proposed	2022	\$111,111		\$111,111				
45		<b>Mobility</b>	<b>Department Total</b>	<b>2022</b>	<b>\$1,460,911</b>	<b>\$167,040</b>	<b>\$1,149,351</b>	<b>\$0</b>	<b>\$177,600</b>	<b>\$133,960</b>	
46	Atkinson Park New Soccer Goals	Recreation	Proposed	2022	\$10,000	\$10,000	\$0				
47	Bald Mountain Trail Connector Study	Recreation	Proposed	2024	\$10,000	\$10,000	\$0				
48	Van/bus from Mt Rides	Recreation	Proposed	2022	\$11,000		\$11,000				
49		<b>Recreation</b>	<b>Department Total</b>	<b>2022</b>	<b>\$31,000</b>	<b>\$20,000</b>	<b>\$11,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
50	Dodge Durango (new)	Police	Proposed	2022	\$45,000	\$45,000	\$0				
51	Chevy Tahoe (new)	Police	Proposed	2022	\$50,000	\$50,000	\$0				
52	City Share of Record Management System	Police	Proposed	2022	\$21,000	\$21,000	\$0				
53	Radios (portable)	Police	Proposed	2022	\$68,500	\$68,500	\$0				
54	Radar Trailer (1)	Police	Proposed	2022	\$16,000	\$16,000	\$0				
55		<b>Police</b>	<b>Department Total</b>	<b>2022</b>	<b>\$200,500</b>	<b>\$200,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
56	Cat 950 Loader	Street/Equipment	Proposed	2022	\$200,000		\$200,000				
57		<b>Street/Equipment</b>	<b>Department Total</b>	<b>2022</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
59	IT Upgrades	Technology	Proposed	2022	\$50,000		\$50,000				
60		<b>Technology</b>	<b>Department Total</b>	<b>2022</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
61	Sustainability Infrastructure	Sustainability Infrastructure	Proposed	2022	\$50,000		\$50,000				
62		<b>Sustainability Infrastructure</b>	<b>Department Total</b>	<b>2022</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
63	<b>2022 Proposed Totals</b>				<b>\$2,942,566</b>	<b>\$658,895</b>	<b>\$2,079,151</b>	<b>\$0</b>	<b>\$237,600</b>	<b>\$133,960</b>	
64	<b>2022 Approved Totals</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**Ketchum Capital Improvement Program**  
Sources/Uses Summary - FY 2023

**DRAFT 2023**

Description	Department	Status	Encumbrance Year (FY)	Projected Cost	Projected Funding Sources					% Growth
					Capital Fund			Urban Renewal Agency	Impact Fees (All)	
					Local Option Tax	Current Year Funding*	Planned Use of Fund Balance			
<b>FY 2023</b>										
Firefighting EQ (tools)	Fire	Proposed	2023	\$14,860	\$14,860	\$0				
PPE (turnout gear)	Fire	Proposed	2023	\$31,375	\$31,375	\$0				
Radios (portable)	Fire	Proposed	2023	\$14,000	\$14,000	\$0				
Medical (city provided)	Fire	Proposed	2024	\$4,000	\$4,000	\$0				
Rescue (city provided)	Fire	Proposed	2023	\$24,800	\$24,800	\$0				
Shop Tools	Fire	Proposed	2023	\$2,500	\$2,500	\$0				
	<b>Fire</b>	<b>Department Total</b>	<b>2023</b>	<b>\$91,535</b>	<b>\$91,535</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Water Conservation Upgrades Cost Savings	Facilities	Proposed	2023	\$20,000		\$20,000				
Atkinson Park Irrigation Upgrades	Facilities	Proposed	2023	\$25,000		\$25,000				
Atkinson Park Replace Softball Fence	Facilities	Proposed	2023	\$18,000		\$18,000				
Farnlun Park Irrigation Hookup	Facilities	Proposed	2023	\$10,000		\$10,000				
Farnlun Park Potable Water	Facilities	Proposed	2023	\$15,000		\$15,000				
Replace Trash Cans (Citywide)	Facilities	Proposed	2023	\$10,000		\$10,000				
Power Line Undergrounding	Power	Proposed	2023	\$180,000		\$180,000				
	<b>Facilities/Power</b>	<b>Department Total</b>	<b>2023</b>	<b>\$278,000</b>	<b>\$0</b>	<b>\$278,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
2nd Avenue Sharrows/Protected Bike Lane	Mobility	Proposed	2023	\$80,000		\$64,000			\$16,000	20%
Gem Street & Leadville Avenue Sharrows	Mobility	Proposed	2023	\$10,000		\$10,000				
Alpine Lane & 9th Street Sharrows	Mobility	Proposed	2023	\$10,000		\$10,000				
1st Street Sharrows	Mobility	Proposed	2023	\$8,000		\$8,000				
6th Street Sharrows	Mobility	Proposed	2023	\$8,000		\$8,000				
Main Street Reconfiguration (\$TBD)	Mobility	Proposed	2023			\$0				
Downtown Core Sidewalk infill	Mobility	Proposed	2023	\$222,000		\$0		\$177,600	\$44,400	20%
Sidewalk Curb and Gutter Repairs	Mobility	Proposed	2023	\$111,111		\$111,111				
	<b>Mobility</b>	<b>Department Total</b>	<b>2023</b>	<b>\$449,111</b>	<b>\$0</b>	<b>\$211,111</b>	<b>\$0</b>	<b>\$177,600</b>	<b>\$60,400</b>	
Replace Automatic Plow truck	Recreation	Proposed	2023	\$30,000		\$30,000				
	<b>Recreation</b>	<b>Department Total</b>	<b>2023</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
2018 Chevy Tahoe	Police	Proposed	2023	\$48,000	\$48,000	\$0				
City Share of Record Management System	Police	Proposed	2023	\$21,000	\$21,000	\$0				
	<b>Police</b>	<b>Department Total</b>	<b>2023</b>	<b>\$69,000</b>	<b>\$69,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Elgin Eagle (2006) - Sweeper	Street/Equipment	Proposed	2023	\$250,000		\$250,000				
	<b>Street/Equipment</b>	<b>Department Total</b>	<b>2023</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Computer/Copier Leases	Technology	Proposed	2023	\$0		\$0				
IT Upgrades	Technology	Proposed	2023	\$65,000		\$65,000				
	<b>Technology</b>	<b>Department Total</b>	<b>2023</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Sustainability Infrastructure	Sustainability Infrastructure	Proposed	2023	\$50,000		\$50,000				
	<b>Sustainability Infrastructure</b>	<b>Department Total</b>	<b>2023</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>2023 Proposed Totals</b>				<b>\$1,282,646</b>	<b>\$160,535</b>	<b>\$884,111</b>	<b>\$0</b>	<b>\$177,600</b>	<b>\$60,400</b>	
<b>2023 Approved Totals</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**Ketchum Capital Improvement Program**  
Sources/Uses Summary - FY 2024

**DRAFT 2024**

Description	Department	Status	Encumbrance Year (FY)	Projected Cost	Projected Funding Sources					% Growth
					Capital Fund			Urban Renewal Agency	Impact Fees (All)	
					Local Option Tax	Current Year Funding*	Planned Use of Fund Balance			
<b>FY 2024</b>										
Engine 1	Fire	Proposed	2024	\$868,219	\$868,219	\$0				
MDT (mobile computers)	Fire	Proposed	2024	\$247,732	\$247,732	\$0				
Firefighting EQ (tools)	Fire	Proposed	2024	\$14,860	\$14,860	\$0				
PPE (turnout gear)	Fire	Proposed	2024	\$31,375	\$31,375	\$0				
Radios (portable)	Fire	Proposed	2024	\$14,000	\$14,000	\$0				
Medical (city provided)	Fire	Proposed	2024	\$4,000	\$4,000	\$0				
Rescue (city provided)	Fire	Proposed	2024	\$24,800	\$24,800	\$0				
Shop Tools	Fire	Proposed	2024	\$2,500	\$2,500	\$0				
	<b>Fire</b>	<b>Department Total</b>	<b>2024</b>	<b>\$1,207,486</b>	<b>\$1,207,486</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Water Conservation Upgrades Cost Savings	Facilities	Proposed	2024	\$20,000		\$20,000				
Atkinson Park Irrigation Upgrades	Facilities	Proposed	2024	\$25,000		\$25,000				
Replace Trash Cans (Citywide)	Facilities	Proposed	2024	\$10,000		\$10,000				
Power Line Undergrounding	Power	Proposed	2024	\$180,000		\$180,000				
	<b>Facilities/Power</b>	<b>Department Total</b>	<b>2024</b>	<b>\$235,000</b>	<b>\$0</b>	<b>\$235,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Warm Springs Reconfiguration (\$TBD)	Mobility	Proposed	2024			\$0				
Downtown Core Sidewalk infill	Mobility	Proposed	2024	\$222,000		\$0		\$177,600	\$44,400	20%
Sidewalk Curb and Gutter Repairs	Mobility	Proposed	2024	\$111,111		\$110,611		\$500		
	<b>Mobility</b>	<b>Department Total</b>	<b>2024</b>	<b>\$333,111</b>	<b>\$0</b>	<b>\$110,611</b>	<b>\$0</b>	<b>\$178,100</b>	<b>\$44,400</b>	
Reconfiguration of Upper/Lower Softball Fields	Recreation	Proposed	2024	\$50,000		\$50,000				
John Deere Gator	Recreation	Proposed	2024	\$20,000		\$20,000				
	<b>Recreation</b>	<b>Department Total</b>	<b>2024</b>	<b>\$70,000</b>	<b>\$0</b>	<b>\$70,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
2019 Chevy Tahoe	Police	Proposed	2024	\$48,000	\$48,000	\$0				
City Share of Record Management System	Police	Proposed	2024	\$21,000	\$21,000	\$0				
	<b>Police</b>	<b>Department Total</b>	<b>2024</b>	<b>\$69,000</b>	<b>\$69,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Elgin Geovac (2000) - Sweeper	Street/Equipment	Proposed	2024	\$300,000		\$300,000				
	<b>Street/Equipment</b>	<b>Department Total</b>	<b>2024</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Computer/Copier Leases	Technology	Proposed	2024	\$0		\$0				
IT Upgrades	Technology	Proposed	2024	\$65,000		\$65,000				
	<b>Technology</b>	<b>Department Total</b>	<b>2024</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Sustainability Infrastructure	Sustainability Infrastructure	Proposed	2024	\$50,000		\$50,000				
	<b>Sustainability Infrastructure</b>	<b>Department Total</b>	<b>2024</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>2024 Proposed Totals</b>				<b>\$2,329,597</b>	<b>\$1,276,486</b>	<b>\$830,611</b>	<b>\$0</b>	<b>\$178,100</b>	<b>\$44,400</b>	
<b>2024 Approved Totals</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**Ketchum Capital Improvement Program**

**Sources/Uses Summary - FY 2025**

**DRAFT 2025**

	Description	Department	Status	Encumbrance Year (FY)	Projected Cost	Projected Funding Sources				% Growth	
						Capital Fund			Urban Renewal Agency		Impact Fees (All)
						Local Option Tax	Current Year Funding*	Planned Use of Fund Balance			
1	<b>FY 2025</b>										
2	Firefighting EQ (tools)	Fire	Proposed	2025	\$14,860	\$14,860	\$0				
3	PPE (turnout gear)	Fire	Proposed	2025	\$31,375	\$31,375	\$0				
4	Radios (portable)	Fire	Proposed	2025	\$14,000	\$14,000	\$0				
5	Medical (city provided)	Fire	Proposed	2025	\$4,000	\$4,000	\$0				
6	Rescue (city provided)	Fire	Proposed	2025	\$24,800	\$24,800	\$0				
7	Shop Tools	Fire	Proposed	2025	\$2,500	\$2,500	\$0				
8		<b>Fire</b>	<b>Department Total</b>	<b>2025</b>	<b>\$91,535</b>	<b>\$91,535</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
9	Water Conservation Upgrades Cost Savings	Facilities	Proposed	2025	\$20,000		\$20,000				
10	Atkinson Park Irrigation Upgrades	Facilities	Proposed	2025	\$25,000		\$25,000				
11	Splash Pad - Replace 2 Pumps	Facilities	Proposed	2025	\$8,500		\$8,500				
12	Skate Park - Permanent Bathrooms	Facilities	Proposed	2025	\$125,000		\$125,000				
13	Replace Trash Cans (Citywide)	Facilities	Proposed	2025	\$10,000		\$10,000				
14	Power Line Undergrounding	Power	Proposed	2025	\$180,000		\$180,000				
15		<b>Facilities/Power</b>	<b>Department Total</b>	<b>2025</b>	<b>\$368,500</b>	<b>\$0</b>	<b>\$368,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
16	Main and 1st Street - Pedestrian Safety (Engineering)	Mobility	Proposed	2025	\$15,600		\$0	\$12,480	\$3,120	20%	
17	Main Street and Sun Valley Road - Pedestrian Safety (Engineering)	Mobility	Proposed	2025	\$16,900		\$0	\$13,520	\$3,380	20%	
18	Main Street and 5th Street - Pedestrian Safety (Engineering)	Mobility	Proposed	2025	\$15,600		\$0	\$12,480	\$3,120	20%	
19	Main Street and 6th Street - Pedestrian Safety (Engineering)	Mobility	Proposed	2025	\$7,800		\$0	\$6,240	\$1,560	20%	
20	1st Avenue and 1st Street - Pedestrian Safety	Mobility	Proposed	2025	\$130,000		\$0	\$104,000	\$26,000	20%	
21	1st Avenue and 4th Street - Pedestrian Safety	Mobility	Proposed	2025	\$140,000		\$0	\$112,000	\$28,000	20%	
22	1st Avenue and 5th Street - Pedestrian Safety	Mobility	Proposed	2025	\$140,000		\$0	\$112,000	\$28,000	20%	
23	East Avenue and 2nd Street - Pedestrian Safety	Mobility	Proposed	2025	\$120,000		\$0	\$96,000	\$24,000	20%	
24	East Avenue and 5th Street - Pedestrian Safety	Mobility	Proposed	2025	\$130,000		\$0	\$104,000	\$26,000	20%	
25	SH-75 Pathway-North of Town (Construction)	Mobility	Proposed	2025	\$257,000		\$257,000				
26	Downtown Core Sidewalk infill	Mobility	Proposed	2025	\$222,000		\$0	\$177,600	\$44,400	20%	
27	Sidewalk Curb and Gutter Repairs	Mobility	Proposed	2025	\$111,111		\$111,111				
28		<b>Mobility</b>	<b>Department Total</b>	<b>2025</b>	<b>\$1,306,011</b>	<b>\$0</b>	<b>\$368,111</b>	<b>\$0</b>	<b>\$750,320</b>	<b>\$187,580</b>	
29	City Share of Record Management System	Police	Proposed	2025	\$21,000	\$21,000	\$0				
30		<b>Police</b>	<b>Department Total</b>	<b>2025</b>	<b>\$21,000</b>	<b>\$21,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
31	Standby Generator	Street/Equipment	Proposed	2025	\$31,000		\$31,000				
32	Elgin Pelican (2001) - Sweeper	Street/Equipment	Proposed	2025	\$300,000		\$300,000				
33	140 Grader (TBD)	Street/Equipment	Proposed	2025	\$345,000		\$345,000				
34		<b>Street/Equipment</b>	<b>Department Total</b>	<b>2025</b>	<b>\$676,000</b>	<b>\$0</b>	<b>\$676,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
35	Computer/Copier Leases	Technology	Proposed	2025	\$0		\$0				
36	IT Upgrades	Technology	Proposed	2025	\$65,000		\$65,000				
37		<b>Technology</b>	<b>Department Total</b>	<b>2025</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
38	Sustainability Infrastructure	Sustainability Infrastructure	Proposed	2025	\$50,000		\$50,000				
39		<b>Sustainability Infrastructure</b>	<b>Department Total</b>	<b>2025</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>		
40	<b>2025 Proposed Totals</b>				<b>\$2,578,046</b>	<b>\$112,535</b>	<b>\$1,527,611</b>	<b>\$0</b>	<b>\$750,320</b>	<b>\$187,580</b>	
41	<b>2025 Approved Totals</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**Ketchum Capital Improvement Program**  
Sources/Uses Summary - FY 2026

**DRAFT 2026**

Description	Department	Status	Encumbrance Year (FY)	Projected Cost	Projected Funding Sources					% Growth
					Capital Fund			Urban Renewal Agency	Impact Fees (All)	
					Local Option Tax	Current Year Funding*	Planned Use of Fund Balance			
<b>FY 2026</b>										
MDT (Mobile Computers)	Fire	Proposed	2026	\$43,758	\$43,758	\$0				
Firefighting EQ (tools)	Fire	Proposed	2026	\$14,860	\$14,860	\$0				
PPE (turnout gear)	Fire	Proposed	2026	\$31,375	\$31,375	\$0				
Radios (portable)	Fire	Proposed	2026	\$14,000	\$14,000	\$0				
Medical (city provided)	Fire	Proposed	2026	\$4,000	\$4,000	\$0				
Rescue (city provided)	Fire	Proposed	2026	\$24,800	\$24,800	\$0				
Shop Tools	Fire	Proposed	2026	\$2,500	\$2,500	\$0				
	<b>Fire</b>	<b>Department Total</b>	<b>2026</b>	<b>\$135,293</b>	<b>\$135,293</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
John Deere Mower X729 2011 - Replacement	Facilities	Proposed	2026	\$16,000		\$16,000				
Replace Trash Cans (Citywide)	Facilities	Proposed	2026	\$10,000		\$10,000				
Power Line Undergrounding	Power	Proposed	2026	\$180,000		\$180,000				
	<b>Facilities/Power</b>	<b>Department Total</b>	<b>2026</b>	<b>\$206,000</b>	<b>\$0</b>	<b>\$206,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Main and 1st Street - Pedestrian Safety (Construction)	Mobility	Proposed	2026	\$104,400		\$0		\$83,520	\$20,880	20%
Main Street and Sun Valley Road - Pedestrian Safety (Construction)	Mobility	Proposed	2026	\$113,100		\$0		\$90,480	\$22,620	20%
Main Street and 5th Street - Pedestrian Safety (Construction)	Mobility	Proposed	2026	\$104,400		\$0		\$83,520	\$20,880	20%
Main Street and 6th Street - Pedestrian Safety (Construction)	Mobility	Proposed	2026	\$52,200		\$0		\$41,760	\$10,440	20%
Warm Springs Road and Saddle Road - Pedestrian Safety	Mobility	Proposed	2026	\$170,000		\$0		\$119,000	\$51,000	30%
Downtown Core Sidewalk infill	Mobility	Proposed	2026	\$222,000		\$0		\$177,600	\$44,400	20%
Sidewalk Curb and Gutter Repairs	Mobility	Proposed	2026	\$111,111		\$111,111				
	<b>Mobility</b>	<b>Department Total</b>	<b>2026</b>	<b>\$877,211</b>	<b>\$0</b>	<b>\$111,111</b>	<b>\$0</b>	<b>\$595,880</b>	<b>\$170,220</b>	
New Snow Blower	Street/Equipment	Proposed	2026	\$850,000		\$850,000				
Sand Storage Building	Street/Equipment	Proposed	2026	\$200,000		\$200,000				
	<b>Street/Equipment</b>	<b>Department Total</b>	<b>2026</b>	<b>\$1,050,000</b>	<b>\$0</b>	<b>\$1,050,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Computer/Copier Leases	Technology	Proposed	2026	\$0		\$0				
IT Upgrades	Technology	Proposed	2026	\$65,000		\$65,000				
	<b>Technology</b>	<b>Department Total</b>	<b>2026</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Sustainability Infrastructure	Sustainability Infrastru	Proposed	2026	\$50,000		\$50,000				
	<b>Sustainability Infrastru</b>	<b>Department Total</b>	<b>2026</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>2026 Proposed Totals</b>				<b>\$2,383,504</b>	<b>\$135,293</b>	<b>\$1,482,111</b>	<b>\$0</b>	<b>\$595,880</b>	<b>\$170,220</b>	
<b>2026 Approved Totals</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	