



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

**Monday, June 01, 2020, 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 a PUBLIC HEARING item, please submit your comment to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting. Comments will be provided to the City Council.**

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

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

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
  1. Approval of Minutes: Special Meeting May 18, 2020
  2. Authorization and approval of the payroll register
  3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$295,289.63 as presented by the Treasurer.
  4. Recommendation to consider approval of a new driveway at 150 Spur Lane - City Engineer Sherri Newland
  5. Recommendation to Adopt Resolution 20-013 - Destruction and Disposal of Temporary and Semi-Permanent Records-City Clerk Robin Crotty
  6. Recommendation to approve Resolution 20-014 relating to Surplus Property - Director of Finance and Internal Services Grant Gager
  7. Recommendation to approve Purchase Order 20474 for Seal Coat project approval - Street Superintendent Brian Christiansen
  8. Recommendation to Approve Exceedance Agreement 20475 - Associate Planner Abby Rivin
- NEW BUSINESS (no public comment)
  9. Update on the Fire Station - Mayor Neil Bradshaw

- [10.](#) ACTION ITEM: Recommendation to approve the closure of 4th Street from Walnut Avenue to Leadville Avenue- Mayor Neil Bradshaw
- [11.](#) ACTION ITEM: Recommendation to Approve Collective Bargaining Agreement 20478 between the City of Ketchum and IAFF Local 4758 - Mayor Neil Bradshaw
- [12.](#) ACTION ITEM: Consideration and Approval of the Sun Valley Arts and Crafts Festival Special Event Application
- [13.](#) ACTION ITEM: Discussion & Approval of PO 20476 for Water Department Boiler - Water Superintendent Pat Cooley
- ADJOURNMENT

Due to physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. The public may speak in person on PUBLIC HEARING items but must leave the room after speaking.

The public may also provide comments on PUBLIC HEARING items by calling the number above. Anyone may observe the meeting outside City Hall or watch the meeting at [ketchumidaho.org/meetings](http://ketchumidaho.org/meetings).

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

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

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Thank you for your participation.

We look forward to hearing from you



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

**Monday, May 18, 2020, 4:00 PM**

**480 East Avenue, North, Ketchum, Idaho**

## **Minutes**

**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).**

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

**Dial: 1-253-215-8782**

**Meeting ID 936 6953 6253**

- **CALL TO ORDER:** By Mayor Neil Bradshaw  
Mayor Neil Bradshaw called the special meeting of May 18, 2020, to order at 4:00 pm.
- **ROLL CALL**  
**PRESENT**  
Mayor Neil Bradshaw  
Council President Amanda Breen  
Councilor Michael David – present by video conference  
Councilor Courtney Hamilton – present by video conference  
Councilor Jim Slanetz – present by video conference  
  
**ALSO PRESENT**  
City Administrator – Suzanne Frick  
Director of Finance & Internal Services – Grant Gager  
City Attorney – Matt Johnson – present by video conference
- **COMMUNICATIONS FROM MAYOR AND COUNCILORS**  
Councilor Courtney Hamilton would like an update on the Fire Station. Mayor Neil Bradshaw advised that this topic will be on the June 1, 2020, council agenda. Dennis Potts and DPPM will be present to update and, later, a construction contract will come to City Council towards the end of June.

Councilor Michael David questioned the entitlement process of the Fire Station. Mayor Neil Bradshaw advised that will be part of the discussion June 1, 2020. Michael David talked about the increase in people and traffic and asked that the public be aware that we're not out of the woods ii regards to COVID19 yet. Please be cautious and safe and be considerate of others.

Mayor Neil Bradshaw advised that stage 2 has arrived. Self-quarantine is only in effect if you have come from a hot spot, but everybody has personal responsibility for themselves and the people around them.

- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.
  1. Approval of Minutes: Regular Meeting May 4, 2020
  2. Authorization and approval of the payroll register
  3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$604,358.92 as presented by the Treasurer
  4. Monthly Financial State of the City - Director of Finance & Internal Services Grant Gager
  5. Recommendation to approve Wine License for 5B Fruit - Director of Finance & Internal Services Grant Gager

Grant Gager, Director of Finance & Internal Services requested that this item be pulled from the agenda

6. Recommendation to approve Purchase Order 20471 with MTI - Director of Finance & Internal Services Grant Gager
7. Recommendation to approve Purchase Order 20472 with Idaho Power- Director of Finance & Internal Services Grant Gager
8. Recommendation to Approve Cooperative Fire Protection Agreement #20473 with Bureau of Land Management and US Forest Service

**Motion to approve consent items 1-4 and 6-8**

***Motion made by Council President Breen, Seconded by Councilor Hamilton.***

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

- NEW BUSINESS (no public comment)
  9. Council Review and Discussion of FY 19/20 Budget Reductions--Mayor Neil Bradshaw

Mayor Neil Bradshaw talked about a significant reduction in the budget for the remainder of this year. He is recommending a phased approach to spending cuts. The initial cutback will be \$530,000. He outlined what he is recommending on cutting at this time and advised that this will be tracked very closely as revenue's come in and expenditures go out. Mayor Bradshaw asked council for their comments on this approach and the plan for reduction.

Council President Amanda Breen asked about striping at the YMCA. Mayor Neil Bradshaw explained it is a re-stripe of the existing lines and is just for maintenance.

Councilor Courtney Hamilton questioned money going to the new KIC? Mayor Neil Bradshaw advised it has already been accounted for. She then questioned Molly Snee's contract. Mayor Bradshaw advised the City is reducing her services. She also questioned the Sustainability Contract and asked about the hiring freeze and if we have a breakdown of what positions will not be filled. City Administrator Suzanne Frick advised that the primary positions that are being kept open are in Facility Maintenance and Street Maintenance. Since we are not having special events, both departments are fine with the reduction. The Recreation Programs are also being reduced. Courtney Hamilton questioned if we could get through the building season without a Planning Director. Mayor Neil Bradshaw explained that City Administrator Suzanne Frick will be filling in as Director. We will need to see how many permits are being applied for and this will continue to be monitored. Mayor Neil Bradshaw thanked John Gaeddert for his time with the City and he wishes him well.

Councilor Michael David questioned the 4th St. paver repair line item. He asked for a breakdown and agrees with holding off on the alley way. He talked about the poor quality of the past paver project and hopes the environment will be safe for pedestrian traffic. Mayor Neil Bradshaw talked about today's KURA meeting and the discussion of their help in funding. Director of Finance & Internal Services Grant Gager advised that there is a \$45,000 reduction in repairs on 4th Street. He assured the council there would be no safety hazards. Mayor Neil Bradshaw advised that there is potentially a new project on 4th street. He talked about future walkability that will create less maintenance in the future. Michael David questioned the trail connector cost? Councilor Courtney Hamilton advised that from Atkinson's Park to the other side of the river to dog park, would cost approximately \$11,000. Michael David agreed with delaying this project but would like it kept on the radar. Councilor Jim Slanetz thinks we are headed in the right direction with the reductions.

Mayor Neil Bradshaw advised the council that we will be waiting until July or August to begin the next budget schedule so we can see how the economy reacts to the reopening.

10. Direction from Council on city events including Wagon Days, park reservations, special events and designated parking spots for restaurant operations – Mayor Neil Bradshaw

Mayor Neil Bradshaw asked council for direction on special events and park reservations. He questioned if people want to rent a park for a wedding, are we going to allow that? If so, how? He also questioned the restaurant situation? Michael David is recommending eliminating funding for events in Town Square except solo acts July - August. Mayor Bradshaw suggested wagon days lite where we honor the tradition. He explained that we would need to start writing checks right now if we were to go forward with the Parade. He asked Council if parks could be rented for private events? He also questioned if restaurants should be permitted to use parking for outdoor dining?

Councilor Courtney Hamilton stated she is on the fence about park reservations and is confident that the governor will continue to put on restrictions. She is ok with allowing them for now and is inclined to allow them if they provide a COVID Plan. Mayor Neil Bradshaw talked

about COVID liability saying we need to make sure there is a clause in the permit stating that we can cancel with understanding that there is no liability to the City. Courtney Hamilton loves the concept of the restaurants but is concerned that we would not be able to offer it to all restaurants on Main Street and maybe we could let those businesses use the alleys. Mayor Bradshaw advised that we must treat all restaurants fairly. The council deliberated on the use of alleys as well as closing off parking spaces. Courtney Hamilton questioned why it would be alright for the city to have performers in town square but there could be no private events. Mayor Neil Bradshaw advised that Ketchum Alive is a City event. He explained that the City does not want to write checks now and then find out we cannot have the events. The events that will be in Town Square will be minimal events and minimal expenditures and can be canceled at a minute's notice. Mayor Neil Bradshaw advised that this topic will come back to Council if things change.

Councilor Courtney Hamilton suggested closing Main St. for one night and putting tables on Main Street to make it a fairer playing field for all the restaurants. Mayor Neil Bradshaw agreed that would be great for our town if the times are right, however, we would need a partner with the right type of producer, to make it a great event. Councilor Michael David loves the idea but ITD is involved and it may be difficult. He stated that a lot of restaurants on Main Street have a lot of advantages all year long. He has concerns with liability and the staff having to make that decision. He thinks the application would have to come before council. He has concerns about something going wrong but if there is a plan and liability issues can be addressed, he agrees. Michael David is also for opening the parks for private events. Mayor Bradshaw agrees with the applications coming before council to take the pressure off staff. There was a discussion about local talent and the different places around the City that bands could set up.

Councilor Jim Slanetz is in favor of events in the park and agrees with Councilor Hamilton and David's comments. He is in favor of music in Atkinson's Park or Forest Service Park. Mayor Bradshaw agrees and said we will have to make a last-minute call on all this stuff. We will continually assess this and make things happen. We need to be respectful of health concerns.

Councilor Jim Slanetz agrees with Councilor Courtney Hamilton's comments regarding restaurants. Jim Slanetz would like to create a more communal space for all restaurants. He advised that it will be hard to be fair to everyone, however, he does like the idea. Mayor Bradshaw does not want Facility Maintenance to take on more work. We will have to wait and see if we get blow back from some of the restaurants who would not be able to participate. Mayor Neil Bradshaw talked about problems with other businesses using space other than just restaurants.

Council President Amanda Breen said that we are not innovators in this. This has been done everywhere for many years. She talked about how this affects businesses and would like the city to partner with businesses and work with ITD to be able to make this happen. She also likes the idea of closing certain streets on certain nights for certain events. She talked about closing 4th street and advised the Council that the KURA is ok with donating some funds to this cause. Amanda Breen stated that music in Town Square never seems to attract people so if we

have small bands there, we probably do not need to worry about a large crowd. She likes the idea of having music at Atkinson's Park.

Brainstorming was done about Wagon Days. Mayor Neil Bradshaw advised Council that he will put the 4th street discussion on the next agenda. He is glad to hear the KURA is talking about this and this is a great year to try it.

Councilor Amanda Breen also talked about the KURA giving \$75,000 to a HAWK (High-Intensity Activated Cross Walk) for pedestrian safety and it will allow for a scramble on Main and Sun Valley Rd. Mayor Neil Bradshaw thanked the KURA for their leadership

Mayor Neil Bradshaw asked council for any other comments. Councilor Michael David said that after reviewing the map there are only a few businesses that would not benefit, and he believes that ITD will work with us.

11. ACTION ITEM: Recommendation to approve Contract 20470 with Ollie Dog LLC DBA Leroy's Ice Cream – Assistant City Administrator Lisa Enourato

Mayor Neil Bradshaw advised that there is a COVID plan in place and it is very well thought out. He is asking for council approval on this contract.

**Motion to approve agreement 20470, License for Access and Use of Property, with Ollie Dog LLC (DBA Leroy's Ice Cream)**

***Motion made by Councilor Hamilton, Seconded by Councilor David.***

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

- PUBLIC HEARING

12. ACTION ITEM: Recommendation to Hold a Public Hearing and Approve Thunder Spring Sublot 7 Final Plat (Continued from March 16, 2020) - Senior Planner Brittany Skelton

Mayor Neil Bradshaw introduced Galena Engineer, Sean Flynn and asked council for questions. Council President Amanda Breen asked if this is a final sub lot or will there be more? Sean Flynn explained that two more buildings will come before Council for platting.

Mayor Neil Bradshaw opened the meeting for public comment. There was none.

**Motion to approve the Thunder Spring Residences Sublot 7 Final Plat.**

***Motion made by Council President Breen, Seconded by Councilor Hamilton.***

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

13. ACTION ITEM: Recommendation to Hold a Public Hearing and approve the West Ketchum Residences Townhome Preliminary Plat (continued from March 16, 2020)

Withdrawn at staff's request due to project modifications.

- EXECUTIVE SESSION

14. Discussion Pursuant to 74-206 (1) (f)(J)

**Motion to go into Executive Session for discussion pursuant to 74-206 (1) (f) (j)**

***Motion made by Council President Breen, Seconded by Councilor Slanetz.***

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

**Motion to come out of Executive Session at 6:02 pm.**

***Motion made by Council President Breen, Seconded by Councilor Hamilton***

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

- ADJOURNMENT

**Motion to adjourn at 6:03 pm.**

***Motion made by Council President Breen, Seconded by Councilor Hamilton***

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

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Neil Bradshaw, Mayor

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Robin Crotty, City Clerk



Report Criteria:

Invoices with totals above \$0 included.  
Paid and unpaid invoices included.  
[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"  
Invoice Detail.Voided = No, Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2300-0000 DEPOSITS-PARKS &amp; EVENTS</b>			
SORIANO, MANAEO	052720	Rec Center Deposit Refund	250.00
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
MCCOMAS, DEVIN	051920	Park Reservation Refund	90.00
LAST, MICHAEL	052720	Park Reservation Refund	80.00
Total :			420.00
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CHATEAU DRUG CENTER	2222374	Surge Protector	12.34
TREASURE VALLEY COFFEE INC	2160 06752748	Spring Water	23.85
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
SENTINEL FIRE & SECURITY, IN	54190	2347 - Atkinsons Park	93.00
SENTINEL FIRE & SECURITY, IN	54420	4784 - 480 East Ave.	93.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087264135 05	2087264135 051320	966.09
CENTURY LINK	2087265574 05	2087265574 051320	51.48
SYRINGA NETWORKS, LLC	20MAY0395	20MAY0395	3,000.00
VERIZON WIRELESS	365459737 051	365459737 051320	42.76
VERIZON WIRELESS	965494438 051	965494438 051020	42.76
VERIZON WIRELESS	965494438 051	965494438 051020	42.76
<b>01-4150-5110 COMPUTER NETWORK</b>			
CROTTY, ROBIN	051820	Remote PC Signup Reimbursement	187.12
MUNICODE	00342288	Website Annual Hosting - City Website	4,000.00
MUNICODE	00342288	Website Annual Hosting - KURA	600.00
<b>01-4150-5200 UTILITIES</b>			
IDAHO POWER	2200749261 05	2200749261 052120	1,143.67
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>			
S & C ASSOCIATES LLC	1631-1644	19-1041	862.50
S & C ASSOCIATES LLC	1631-1644	18-1008	287.50
S & C ASSOCIATES LLC	1631-1644	18-1037	115.00
S & C ASSOCIATES LLC	1631-1644	20-1008	57.50
Total ADMINISTRATIVE SERVICES:			11,621.33
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
WHITE PETERSON	24892R 043020	General Services 24892R 043020	15,500.00
WHITE PETERSON	24892R 043020	Braken 24892R 043020	2,921.94

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4160-4270 CITY PROSECUTOR ALLINGTON, ESQ., FREDERICK	120263	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			22,191.86
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
S & C ASSOCIATES LLC	1631-1644	20-1021	287.50
S & C ASSOCIATES LLC	1631-1644	19-1004	115.00
S & C ASSOCIATES LLC	1631-1644	19-1010	115.00
S & C ASSOCIATES LLC	1631-1644	20-1003	460.00
S & C ASSOCIATES LLC	1631-1644	20-1018	575.00
S & C ASSOCIATES LLC	1631-1644	20-1020	287.50
Total PLANNING & BUILDING:			1,840.00
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-6601 MASTER TRANSPORTATION PLAN</b>			
S & C ASSOCIATES LLC	1631-1644	17-1009	575.00
Total NON-DEPARTMENTAL:			575.00
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	939327	38950 051520	235.58
<b>01-4194-5200 UTILITIES</b>			
IDAHO POWER	2201272487 05	2201272487 051920	58.08
IDAHO POWER	2203538992 05	2203538992 051920	32.16
<b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>			
WESTERN BUILDING MAINTEN	0125048-IN	Monthly Janitorial Services	4,798.12
<b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
SAWTOOTH WOOD PRODUCTS, I	0000119048	Rotary Blades	165.39
<b>01-4194-6950 MAINTENANCE</b>			
CHATEAU DRUG CENTER	2212006	Caution Tape	11.39
CHATEAU DRUG CENTER	2212006	Paint Thinner	4.74
CHATEAU DRUG CENTER	2215383	Bungee Cord	3.78
CHATEAU DRUG CENTER	2216667	Sanding Pads	8.54
MOSS GARDEN CENTER	175371	Weeder	3.99
MOSS GARDEN CENTER	176284	Hand Trowel	9.59
NAPA AUTO PARTS	011980	Chain Link	4.49
PIPECO, INC.	S3695090.001	Rainbird Nozzle and Weeder	54.49
PIPECO, INC.	S3697419.001	Rotator Hunter	36.18
PIPECO, INC.	S3697481.001	Valve Box Lid	26.22
PIPECO, INC.	S3697986.001	Cutter, Blade, Hammer	35.07
PIPECO, INC.	S3710619.001	Supplies	48.96
PIPECO, INC.	S3711733.001	Red Flags	12.89
PIPECO, INC.	S3713291.001	Solenoid	12.27
SILVER CREEK SUPPLY	S2137909.001	Supplies	324.37
Total FACILITY MAINTENANCE:			5,886.30

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>POLICE</b>			
<b>01-4210-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2216362	CSO PPE Gloves	9.49
DAVIS EMBROIDERY INC.	35538	CSO Mask	5.41
UNITED OIL	939336	39060 051520	76.08
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>			
VERIZON WIRELESS	965494438 051	965494438 051020	42.76
VERIZON WIRELESS	965494438 051	965494438 051020	42.76
VERIZON WIRELESS	965494438 051	965494438 051020	47.13
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	201029	BCSO Law Enforcement Services	123,587.42
Total POLICE:			123,811.05
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
ATKINSONS' MARKET	06417027	Soap	6.93
ATKINSONS' MARKET	06417863	Coffee	27.54
CHATEAU DRUG CENTER	2218724	Supplies	37.97
GEM STATE PAPER & SUPPLY	1026011	Paper Supplies	65.85
MOUNTAIN WEST BANK	051520	Safe Deposit Box Fee	20.00
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
ATKINSONS' MARKET	06417863	Coffee	27.54
BARBARA'S PARTY RENTAL, INC	051020	Tent Rental	1,000.00
BOUNDTREE MEDICAL	83635663	Medical Supplies	191.89
PRAXAIR DISTRIBUTION INC.	96728419	Cylinder Rental	50.45
HENRY SCHEIN	76899663	Cleaning Medical Supplies	145.71
HENRY SCHEIN	76901138	Cleaning Medical Supplies	385.17
HENRY SCHEIN	76906017	Medical Supplies	732.72
HENRY SCHEIN	77080544	Hand Wipes	23.52
HENRY SCHEIN	77128675	AED Battery	138.08
HENRY SCHEIN	77351830	Hand Wipes	23.52
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
RIVER RUN AUTO PARTS	6538-153018	Exhaust Fluid	35.90
UNITED OIL	939219	37267 051520	133.98
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	939219	37267 051520	92.67
<b>01-4230-4900 TRAINING/TRAVEL/MTG FIRE</b>			
ANCONA, TOM	052020	Meal Reimbursement	17.35
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
VERIZON WIRELESS	765494480 051	765494480 051320	109.86
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
VERIZON WIRELESS	765494480 051	765494480 051320	109.86
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11803689	5109 052520	29.75
RIVER RUN AUTO PARTS	6538-153162	Grease and Oil Filter	65.45

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
A.C. HOUSTON LUMBER CO.	2005-629159	Covid Door Supplies	24.12
A.C. HOUSTON LUMBER CO.	2005-629365	Covid Door Supplies	94.75
CHATEAU DRUG CENTER	2220463	Covid Door Hinge	4.27
Total FIRE & RESCUE:			3,594.85
<b>STREET</b>			
<b>01-4310-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2216736	Sunscreen	59.79
CHATEAU DRUG CENTER	2216856	Sunscreen	32.28
CHATEAU DRUG CENTER	2219508	Office Cleaner	9.48
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	939220	37269 051520	1,362.79
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365459737 051	365459737 051320	88.52
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
NAPA AUTO PARTS	012488	Stoplight Switch	16.79
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
LACAL EQUIPMENT, INC.	0322384-IN	Sweeper Parts	317.44
NAPA AUTO PARTS	012491	Handle Pitch Pin	10.58
NAPA AUTO PARTS	012813	Fuses	34.45
NAPA AUTO PARTS	013018	Fuse	11.96
NAPA AUTO PARTS	013028	Fuses	67.50
NAPA AUTO PARTS	013372	Race Toggle	9.69
NAPA AUTO PARTS	013443	Roller Switch	34.58
NAPA AUTO PARTS	013506	Sander Box	23.98
NAPA AUTO PARTS	013603	Hydraulic Hose	270.00
RIVER RUN AUTO PARTS	6538-152648	Crack Sealer Relay	37.90
RIVER RUN AUTO PARTS	6538-152753	Paver Trailer Parts	16.31
RIVER RUN AUTO PARTS	6538-152786	Crack Sealer Relay	37.90
RIVER RUN AUTO PARTS	6538-153037	Roller Supples	10.52
RIVER RUN AUTO PARTS	6538-153069	Wire Terminal	8.63
RIVER RUN AUTO PARTS	6538-153085	Fuel Filter	15.69
FABCO GENERATOR INS.	28556	Generator Pulley	970.05
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
FASTENAL COMPANY	IDJER90331	Welding Supplies	29.80
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
ECONO SIGNS LLC	10-960221	Signage	905.15
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2201013857 05	2201013857 051920	10.54
IDAHO POWER	2203855230 05	2203855230 051920	36.65
IDAHO POWER	2204535385 05	2204535385 051920	31.87
IDAHO POWER	2206773224 05	2206773224 051920	6.07
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
WALKER SAND AND GRAVEL	740626	Screened Chip	1,023.73
WALKER SAND AND GRAVEL	740744	Screened Chip	395.44
WALKER SAND AND GRAVEL	741285	Screened Chip	1,628.84

Vendor Name	Invoice Number	Description	Net Invoice Amount
WALKER SAND AND GRAVEL	741902	Screened Chip	1,237.50
WALKER SAND AND GRAVEL	742681	Screened Chip	1,285.09
Total STREET:			10,037.51
<b>RECREATION</b>			
<b>01-4510-3250 RECREATION SUPPLIES</b>			
WEBB LANDSCAPING	K-IN-143234	Potting Soil	35.96
RENNER SPORTS SURFACES	5680	Tie Raps	145.00
<b>01-4510-5200 UTILITIES</b>			
IDAHO POWER	2206452274 05	2206452274 051920	271.98
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
KETCHUM AUTOMOTIVE INC.	87806	E350 Oil Change	57.47
SAWTOOTH WOOD PRODUCTS, I	0000119069	Keys	20.80
<b>01-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
A.C. HOUSTON LUMBER CO.	2005-625827	Finish Nails	6.00
BYRON'S WELDING INC	22113	Batting Cage Repair	690.00
Total RECREATION:			1,227.21
Total GENERAL FUND:			181,205.11
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-3200 OPERATING SUPPLIES</b>			
MUNICODE	00342288	Website Annual Hosting - Wagon Days	600.00
Total WAGON DAYS EXPENDITURES:			600.00
Total WAGON DAYS FUND:			600.00
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7190 SIDEWALK/LIGHTING</b>			
S & C ASSOCIATES LLC	1631-1644	19-1043	920.00
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
DELL FINANCIAL SERVICES	80429835	Lease Services	236.56
DELL FINANCIAL SERVICES	80429836	contract for computers	1,465.97
Total GENERAL CIP EXPENDITURES:			2,622.53
Total GENERAL CAPITAL IMPROVEMENT FD:			2,622.53
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b>			
VISIT SUN VALLEY	58	Monthly Payment per contract	33,333.33
Total ORIGINAL LOT TAX:			33,333.33

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ORIGINAL LOT FUND:			33,333.33
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-4200 PROFESSIONAL SERVICES</b>			
CORE CONSTRUCTION SERVICES	201000502	Design Development Phase Contract 20454	25,687.80
Total FIRE FUND EXP/TRNFRS:			25,687.80
Total FIRE CONSTRUCTION FUND:			25,687.80
<b>WATER FUND</b>			
<b>63-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
BLACKBURN, CORTLANDT	051920	Overpayment Refund - Water Connection Fees	6,737.00
Total :			6,737.00
<b>WATER EXPENDITURES</b>			
<b>63-4340-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11803323	5192 052220	24.49
WEBB LANDSCAPING	K-IN-142924	Grass Seed	8.31
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	939222	37271 051520	180.02
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E262320	55 gal T-Chlor	252.24
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
SPRONK WATER ENGINEERS IN	6	Analysis of Pumping	266.66
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365516521 051	365516521 051320	130.70
VERIZON WIRELESS	965494438 051	965494438 051020	42.76
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2202458903 05	2202458903 051820	209.65
IDAHO POWER	2203658592 05	2203658592 052220	6,296.65
IDAHO POWER	2206786259 05	2206786259 051820	34.70
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-153024	PS Fluid	5.95
RIVER RUN AUTO PARTS	6538-153047	Battery	30.00
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
PIPECO, INC.	S3712738.001	Supplies	19.66
Total WATER EXPENDITURES:			7,501.79
Total WATER FUND:			14,238.79

**WATER CAPITAL IMPROVEMENT FUND**  
**WATER CIP EXPENDITURES**

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>64-4340-7800 CONSTRUCTION</b>			
LUNCEFORD EXCAVATION, INC.	10977	510 Evergreen Leak	3,660.02
<b>64-4340-7802 KETCHUM SPRING WA CONVERSION</b>			
FERGUSON ENTERPRISES, LLC	0742841	20461 050820	8,979.45
LUNCEFORD EXCAVATION, INC.	10973	Backfill Leak and Cut Asphalt	1,567.50
S & C ASSOCIATES LLC	1631-1644	19-1072	805.00
Total WATER CIP EXPENDITURES:			15,011.97
Total WATER CAPITAL IMPROVEMENT FUND:			15,011.97
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2005-628008	Grinding Disc	8.78
ALSCO - AMERICAN LINEN DIVI	LBO11803323	5192 052220	24.49
ALSCO - AMERICAN LINEN DIVI	LBO11803325	5292 052220	115.01
ATKINSONS' MARKET	05297900	Distilled Water & Ice Blocks	33.46
CHATEAU DRUG CENTER	2217921	Supplies	18.40
CHATEAU DRUG CENTER	2219643	Lab Tape	7.59
GEM STATE PAPER & SUPPLY	1026290	Paper Supplies	131.03
MOSS GARDEN CENTER	176593	Weed and Feed	139.15
PIPECO, INC.	S3722023.001	Gloves	18.85
TREASURE VALLEY COFFEE INC	2160 06708335	COFFEE/power drinks/	275.16
LOU'S GLOVES, INC.	035613	Industrial Grade Gloves	302.00
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	939221	37270 051520	59.93
<b>65-4350-3800 CHEMICALS</b>			
THATCHER COMPANY, Inc.	1494306	T-Chlor 12.5	1,596.50
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087268953 05	2087268953 051320	53.80
VERIZON WIRELESS	965494438 051	965494438 051020	25.38
VERIZON WIRELESS	965494438 051	965494438 051020	40.01
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202158701 05	2202158701 051920	6,600.10
IDAHO POWER	2202703357 05	2202703357 051820	75.79
IDAHO POWER	2206786259 05	2206786259 051820	34.71
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
PACIFIC STEEL & RECYCLING	7229970	Rec Tube and Floor Plate	729.57
PACIFIC STEEL & RECYCLING	7235149	Rec Tube	141.85
PLATT ELECTRIC SUPPLY	Z648001	Supplies	56.95
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
LES SCHWAB	11700625110	Collections Trailer Repair	87.84
Total WASTEWATER EXPENDITURES:			10,576.35
Total WASTEWATER FUND:			10,576.35

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7800 CONSTRUCTION</b>			
S & C ASSOCIATES LLC	1631-1644	19-1063	57.50
Total WASTEWATER CIP EXPENDITURES:			57.50
Total WASTEWATER CAPITAL IMPROVE FND:			57.50
<b>DEVELOPMENT TRUST FUND</b>			
<b>DEVELOPMENT TRUST EXPENDITURES</b>			
<b>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH</b>			
WHITE PETERSON	24892R 043020	PEG 24892R 043020	1,956.25
<b>94-4900-8008 CONRAD B-341 S LEADVILLE#1057</b>			
CONRAD BROTHERS CONSTRU	B18-016 05272	Landscape Bond Release - 341 S. Leadville	10,000.00
Total DEVELOPMENT TRUST EXPENDITURES:			11,956.25
Total DEVELOPMENT TRUST FUND:			11,956.25
Grand Totals:			295,289.63

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 1, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve a New Driveway at 150 Spur Lane.**

#### Recommendation and Summary

Staff recommends Council approve a new driveway exceeding a 10% grade and adopt the following motion:

**"I move to approve the driveway concept exceeding a 10% grade at 150 Spur Lane."**

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.
- The Fire Department, Planning Department and City Engineer all 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 driveway slope ranging from 9.7% to 16.8% and a skew angle of approximately 60°. City code permits a skew angle between 60° to 120°, though 90° is generally preferable. The driveway is proposed to be snowmelted.

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:

Concept Driveway Drawing

Design Exception Request

**PRELIMINARY PLAN**  
**MOTT RESIDENCE**  
**SADDLE VIEW 2, LOT 20**

FILENAME: MOTT.vwx

PROJECT MANAGER: XX

DRAWN BY: XX

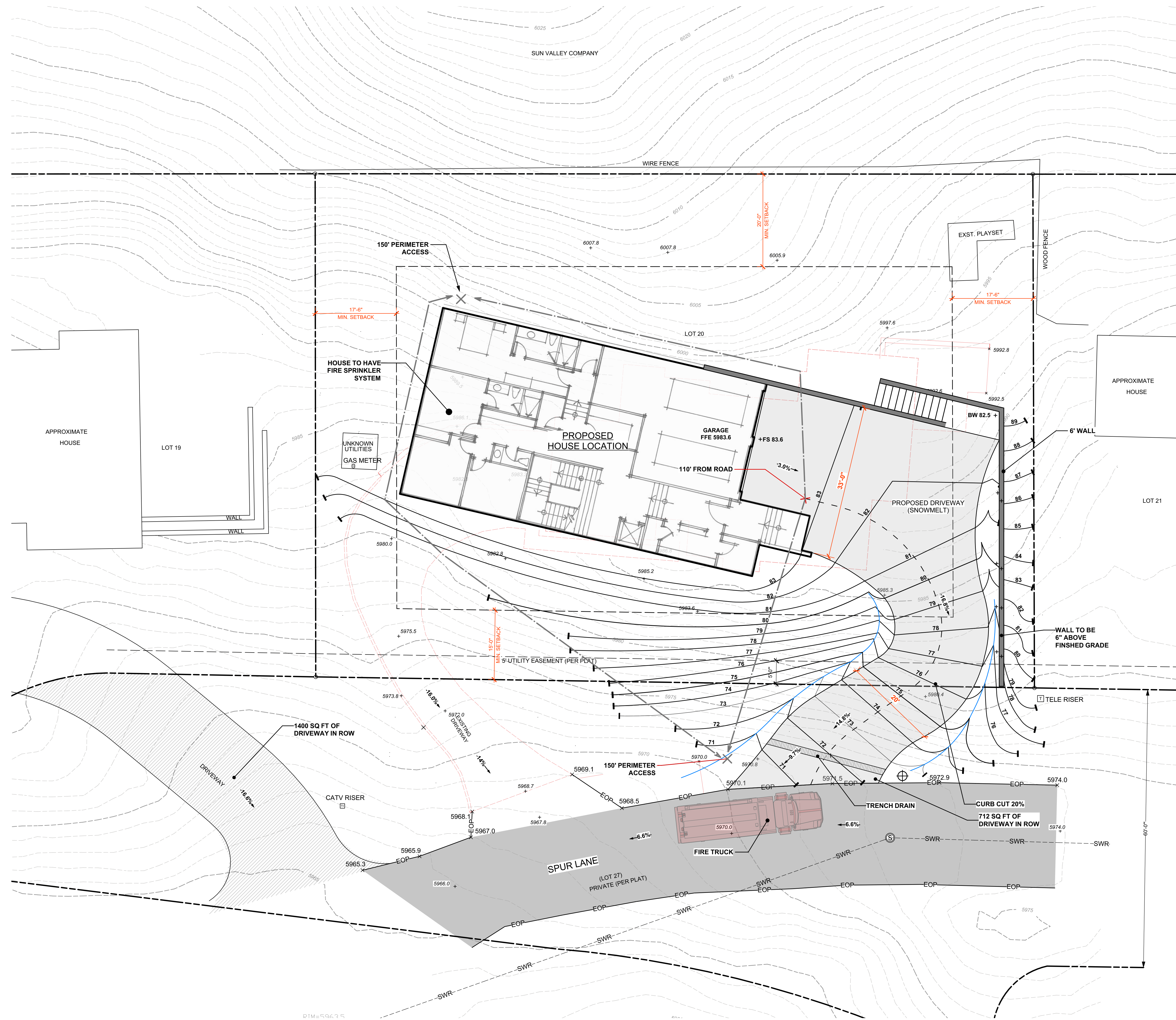
ISSUE DATE: 05.12.2020

PLOT DATE: 5/12/20 3:11:10

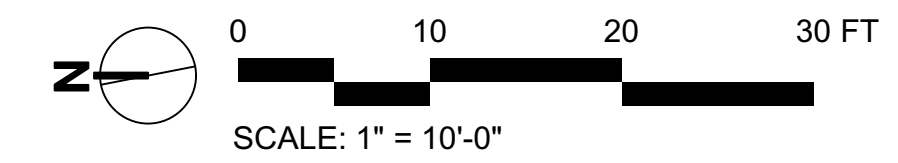
**SITE PLAN**

SHEET NO.

**L1.0**



SHEET LEGEND	
SYMBOL	DESCRIPTION
---	Property Line
-BE	Building Envelope
-SE	Setbacks / Easements
-E(5990)	Existing Contours
-P(5990)	Proposed Contours
-TP	Proposed Contours
-W	Existing Utility
-GAS	Existing Utility
-SWR	Existing Utility
-PWR	Existing Utility
---	Proposed Driveway
---	Retaining Wall



DIM=5962.5

**CITY OF KETCHUM**  
**ROW DESIGN STANDARD EXCEPTION REQUEST**

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

**RE: 150 Spur Lane**

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The following is a request for design standard exception

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

We are requesting approval for a new driveway that exceeds the allowable 10% slope per city code. Currently, an existing residence sits on property that will be demolished upon obtaining a building permit. The current driveway on the property is non conforming in that it has an average slope of 18%, is only in 12' in width, and forces traffic to back out onto Spur Lane as there isn't enough room to turn around at the garage level.

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

The city standard can't be met due to the steep topography of the site and the existing slope on Spur Lane. In order to meet the standard, mass excavation would need to take place, rendering the project financially unachievable.

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

With the current driveway configuration, we feel there aren't any effects on public safety.

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

The current design has a skew angle approach on the public roadway that exceeds the city code; however, it allows for a lesser overall driveway slope and a better approach from the exiting grades on Spur Lane.

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

The financial implications that would be presented on the applicant to make this project meet the city standard would not allow the project to be built due to the immense cost of excavation and concrete needed.

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

We have reviewed this project with the Ketchum Fire Chief and he is willing to approve the driveway at our proposed grades as we plan to install fire sprinklers and the standard hose length of 150' around the house is met.

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

See attached drawing of site and proposed driveway.

Name: Chase Gouley\_\_\_\_\_

Applicant/Firm BYLA Landscape Architect\_\_\_\_\_

Please submit the completed request electronically to:

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

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For City use only

Request is:

Approved  Approved with conditions (see below)  Denied

City decision/conditions

\_\_\_\_\_  
Signature                  Date

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



## City of Ketchum

June 1, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Adopt Resolution 20-013 Destruction and Disposal of Temporary and Semi-Permanent Records.**

#### Recommendation and Summary

Staff is recommending the council City Council approve Resolution 20-013 and authorize the Mayor to sign the resolution by adopting the following motion:

***"I move to approve Resolution 20-013 authorizing the destruction of temporary and semi-permanent records and authorize the Mayor to sign"***

The reasons for the recommendation are as follows:

- State statute establishes requirements for document destruction.

#### Introduction and History

Idaho Code requires the City Council to authorize the destruction and disposal of records and documents that are not required to be retained as permanent records and that have met the minimum retention period provided by the City of Ketchum Record Retention Schedule.

#### Analysis

All records on the attached list have met their retention per the City of Ketchum Record Retention Schedule and have been reviewed by the City Attorney and the State Archives.

#### Financial Impact

There is no financial impact to this reporting.

#### Attachments

- Resolution 20-013 and Exhibit A

Sincerely,

Robin Crotty  
City Clerk

RESOLUTION NUMBER 20-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE DESTRUCTION OF SEMI-PERMANENT RECORDS PER IDAHO CODE 50-907.

WHEREAS, Idaho Code 50-907 requires the City Council to authorize destruction of records that are not required to be retained as permanent records and that have met the minimum retention period provided by the city's record retention schedule and are no longer required by law or for city business; and

WHEREAS, the City Clerk has proposed for destruction of certain records that have exceeded their minimum retention; and,

WHEREAS, the City Clerk sent a written notice including a detailed list of the semi-permanent records proposed for destruction, to the Idaho State Historical Society prior to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Council of the City of Ketchum, Idaho that a list of temporary & semi-permanent records shall be destroyed under the direction and supervision of the City Clerk.

SECTION 1. That the following Temporary & Semi-Permanent Records, which are only required to be kept for two (2) to ten (10) years after date of issuance or completion of the matter contained within the record, be destroyed (See Attached List)

SECTION 2. The administrative staff of the City is authorized to take all necessary steps to carry out the authorization provided by this Resolution.

PASSED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR THIS 1<sup>st</sup> day of June 2020

CITY OF KETCHUM, IDAHO

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Neil Bradshaw  
Mayor

---

Robin Crotty  
City Clerk



Disposal List- Put before Council on 6/1/2020

Box #8	5 years	Diesel Exemption certificates 1994 -2010
	5 years	Vehicle and Equipment obtained from Drug Seisures
	5 years	Consolidated Dispatch research
	2 years	Forest Service Correspondence 1986 - 2000
	5 years	Tree Appeal 2009
	3 years	Denied Grant Application 2001
	2004-2014	Employee timesheets
	2008-2010	Terminated Employee Personnel Files
	10 years	2008 - Cox Communication FCC Apetition
	10 years	1998 ISTA Grant - Phase 2
	10 Years	2003 Sidewalk Transportation Enhancement Grant
	10 Years	2005 Warm Springs Sidewalk Grant
	2 years	1998 - Traffic Signal at First and Main Street
	2 Years	2000 - Traffic Signal at Fifth and Main Street
	2 Years	2000 - Improvement Project - State Hwy 75 & 6th Street
	2 Years	1998 - Traffic Signal upgrade on Hwy 75 & Sun Valley Rd.
	2 Years	1975 - Signing & Guardrail Installation
	10 Years	1986 - 2000 applications from the state for highway repairs
	2 years	1998 - 2002 Department of Highways Correspondence
Box #9	10 years	1990 - 1993 Historical Preservation Grants
	5 years	2010 - Historical Society - Correspondence
	10 Years	2008 - Legal - KGF Development
	10 Years	1998 - Legal - Tom and Marianne Ivey
	10 Years	2008 - Claim for Damages - Russo and Georgakopoulos
	10 Years	2008 - Liberty Lobby
	10 Years	1993 - Sun Valley Water Sewer vs. Harris
	10 Years	2007 - Lodges on Trail Creek vs. Ketchum
	10 Years	2000 - B.C. Young - vs. Ketchum
	10 Years	2000 - Norman E. "Sandy" Liman vs. Ketchum
	10 Years	1998 - Eberle, Berlin vs. Ketchum & Sun Valley Co.
	10 Years	2003 - Catherine Fischer vs. Ketchum
	10 Years	1996 - Pinnacle at Greyhawk vs. Ketchum
	10 Years	2000 - Blazing Saddles vs. Ketchum
Box #10	10 Years	1995 - Wendland vs. Ketchum
	10 Years	1977 - Renfro vs. Ketchum
	5 years	2002 - LID Correspondence for LID 6C Sage Road Undergrounding
	5 Years	1997 - LID Correspondence for LID 6A Alpine Lane Power Lines
	5 Years	2003 - 2008 - Bank Reconciliations for Police Trust Fund
	5 Years	1999 - LID Correspondence 6A - Assessment Notice
	5 Years	1999 - LID Correspondence 5D
	5 Years	2001 - LID 6E Broadway Correspondence

	5 Years	1986 - 2002 Legislative Correspondence
	5 Years	1999 - 2002 - Labor Industrial Services
Box #11	5 Years	1984 -1995 - W9's
	5 Years	1993 - 2009 - Fiscal Responsibility IRS Reports
	5 Years	2007 - 2010 - NBS Health & Vision HRA
	5 Years	2006 -2008 - Long Term Disability Ins.
		2005 - 2009 NCPERS Monthly Payment
		2005 - 2010 State Insurance Fund
		2007 - 2010 Delta Dental
		2006 - Grouplink Dental
		2003 - 2013 Nationwide Transmittals
		2007 - 2011 AFLAC
		2007 - COBRA
Box #12	10 Years	1995 - Kanshar vs Ketchum
	5 years	1976 - 2006 - General Correspondence
	5 years	1994 - Pool Correspondence
	5 Years	1980 - 1984 Correspondence regarding Parking
	5 Years	1991 - Pool Donations
	5 Years	1997-1991 - Correspondence re: Project Respect
	5 Years	2005 - 2009 A/R - In- Lieu - Affordable Housing - Financial Records
	5 Years	1978 - A/R - In Lieu - Off Street Parking Space
	5 Years	2011 - Fiinancial Tracking of Northwood Place
	10 Years	1998 - 2000 Claims
	5 Years	1997 - 2004 Inactive Lease Agreements
Box #13	5 Years	1993 - 2003 Blue Shield Insurance Contracts
	5 Years	2009 - Cobra Service Agreement
	5 Years	2005 & 2006 Vision Reimbursement Arrangement
	5 Years	2007 Vision HRA
	5 Years	2007 Medical HRA Plan
	5 Years	2013 PCORI Fee
	5 Years	2012 Medical & Visiion HRA Plan
	5 Years	2012 Cafeteria Plan
	2 years	1985 - 2006 - Correspondence regarding parking
	5 years	2005 - 2013 Demo & Security Bonds
	1 year	1997 Parking Study Forms
	2 years	Snow storage site correspondence 1981-2002
Box 14	10 years	Claims - 2007 - 2009
	6 years	Cable Vision Franchise 1955-2000
	5 years	Insurance E 1968 - 1977
	5 years	Sun Valley Community Credit Union 1977 - 1987
	5 Years	Employee Health Benefits
		Blue Shield 92-97
		Delta Dental 94-98

PEBSCO 93-96  
Pioneer Fed. Credit Union 88-96 and 03-07

Box #15	10 Years	Terminated Employees 2008
Box #16	10 Years	Terminated Employees 2009
Box #17	10 Years	Terminated Employees 2010
Box #18	5 years	1972 Fire Department A/P
Box #19	2 Years	City Recreational Park Correspondence 1974-1985
	5 Years	Park Concession Stand Receipts and Agreements 1976-1987
	10 Years	Debt Collection 1986
	10 Years	Monthly Sun Valley Water District Billings 1971 - 1998
	10 Years	Street repairs 1980-1988
	10 Years	Sidewalk Improvements 1989
	10 Years	1987 - IPUC Testimony- Undergrounding Issue
Box #20	5 Years	Wagon Days Bills and Bank Statement 1998-2006 Wagon Days Check Registers 1992-2005
Box #21	5 Years	Budgeted use of of City Sales Tax 1984-85
	5 Years	Short Term Rental Applications from 1993
	5 years	Correspondence for Arcade Amusement Devices
	5 years	City Sales Tax Correspondence 1999-2002
	5 years	Revoked Licences 1994
	5 years	Sales Tax Correspondence 1984
Box #22	5 years	Employee Garnishments 1971-1987 - Terminated Employees
	5 Years	Blue Cross Inv. 2007-2010
	5 Years	KURA Bank Recs & Statements 2006-2013
Box #23	5 years	Volunteer Firefighters Timesheets 2006-2013
Box #24	5 Years	2003-2010 Bank Statements
	5 years	10-2001 - 9-2015 Local Government Investment Pool
	5 Years	2009-2014 I9's for Terminated Employees
Box #25	5 Years	2002 -2010 Personnel Files for Terminated Employees



City of Ketchum  
City Hall

June 1, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, ID 83340

Mayor Bradshaw and City Councilors:

**Recommendation to approve Resolution 20-014 relating to Surplus Property;  
declaring certain property of the City to be surplus; and  
authorizing and directing the disposal of the surplus property.**

**Recommendation and Summary**

Staff is recommending the Council adopt Resolution 20-014 declaring certain property of the City to be surplus and authorizing disposal with the following motion:

***"I move to adopt Resolution 20-014 declaring personal property in Exhibit A as surplus property, and authorizing staff to dispose of items that cannot otherwise be donated or auctioned."***

The reasons for the recommendation are as follows:

- City staff continuously review City-owned assets that are no longer used or are reaching the end of life to determine if they are surplus and can be disposed of.

**Financial Impact**

To the extent that the City can auction the equipment, a small revenue gain may occur.

**Attachments**

- Resolution 20-014 and Exhibit A

Sincerely,

Grant Gager  
Director of Finance & Internal Services

**RESOLUTION NO. 20-014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY TO BE SURPLUS; AUTHORIZING AND DIRECTING THE DISPOSAL OF THE SURPLUS PROPERTY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum, Idaho (“City”) has acquired certain personal property for the purpose of carrying out services in the public interest; and

WHEREAS, certain items of personal property of the City have become damaged beyond repair or obsolete and are no longer needed by the City; and

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of surplus personal property specifically listed and described in **Exhibit A** attached hereto and by this reference incorporated herein (“surplus property”); and

WHEREAS, the City Council desires to dispose of the surplus property listed in **Exhibit A**.

NOW, THEREFORE, it is hereby RESOLVED by the City Council of the City of Ketchum, Idaho as follows:

Section 1: The City Council finds and declares that the City no longer has a use for the property listed and described in **Exhibit A**. The City Council further finds and declares that the property is surplus and has minimal saleable value because of condition or obsolescence.

Section 2: The City Clerk is hereby authorized to dispose of the surplus property.

Section 3: This Resolution shall take effect and be in force immediately upon its passage and approval.

Passed and approved this 1<sup>st</sup> day of June 2020

CITY OF KETCHUM

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

ATTEST

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

Exhibit A

**Surplus Items**

<b>Location</b>	<b>Item</b>
Mezzanine	23 Filing Cabinets
Police Department	Gun Safe



## City of Ketchum

June 1, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Purchase Order 20474 for Seal Coat proposal**

#### Recommendation and Summary

Staff respectfully recommends the City Council approve Purchase Order 20474 with Imperial Asphalt for Seal Coating services, at a rate of \$0.145 per Sq. Ft., (\$17,110.00 estimated project amount), using the following motion:

*"I move to approve Purchase Order 20474 in the estimated amount of \$17,110.00 and authorize the Mayor to sign PO 20475."*

#### Introduction and History

The approval of the Seal Coat proposal supports the City's upcoming summer street's maintenance program (Seal Coating). The Seal Coat agreement consists of providing oil, sand, freight and distributing the Seal Coat on the asphalt surface. The selected vendor will work with City staff through the program. City staff will sweep the areas to be treated, provide traffic control, clean-up, and project coordination.

Seal coat dates this year are anticipated to be June 15 thru 17.

The City anticipates seal coating the following: Warm Springs bike path, path connector at HWY 75 and Saddle, path connectors off Edelweiss/Fourth from Sun Valley Road to Bird. (see attached for more details).

#### Analysis

We are obligated to get three bids from different contractors. The information below reflects the results from our request.

- 1) Imperial Asphalt \$17,110
- 2) Sun seal \$18,290
- 3) Pavement Specialties of Idaho \$22,538

#### Sustainability Impact

Performing state of good repair maintenance, such as a seal coat, extends the useful life of the City's capital assets thereby decreasing the use of future resources necessary to rebuild depleted assets. Different options exist for preventative maintenance on asphalt paths but all known solutions are petroleum-based treatments. This treatment is the most cost effective and is similar to the treatment that is used on paths throughout the valley.

#### Financial Impact

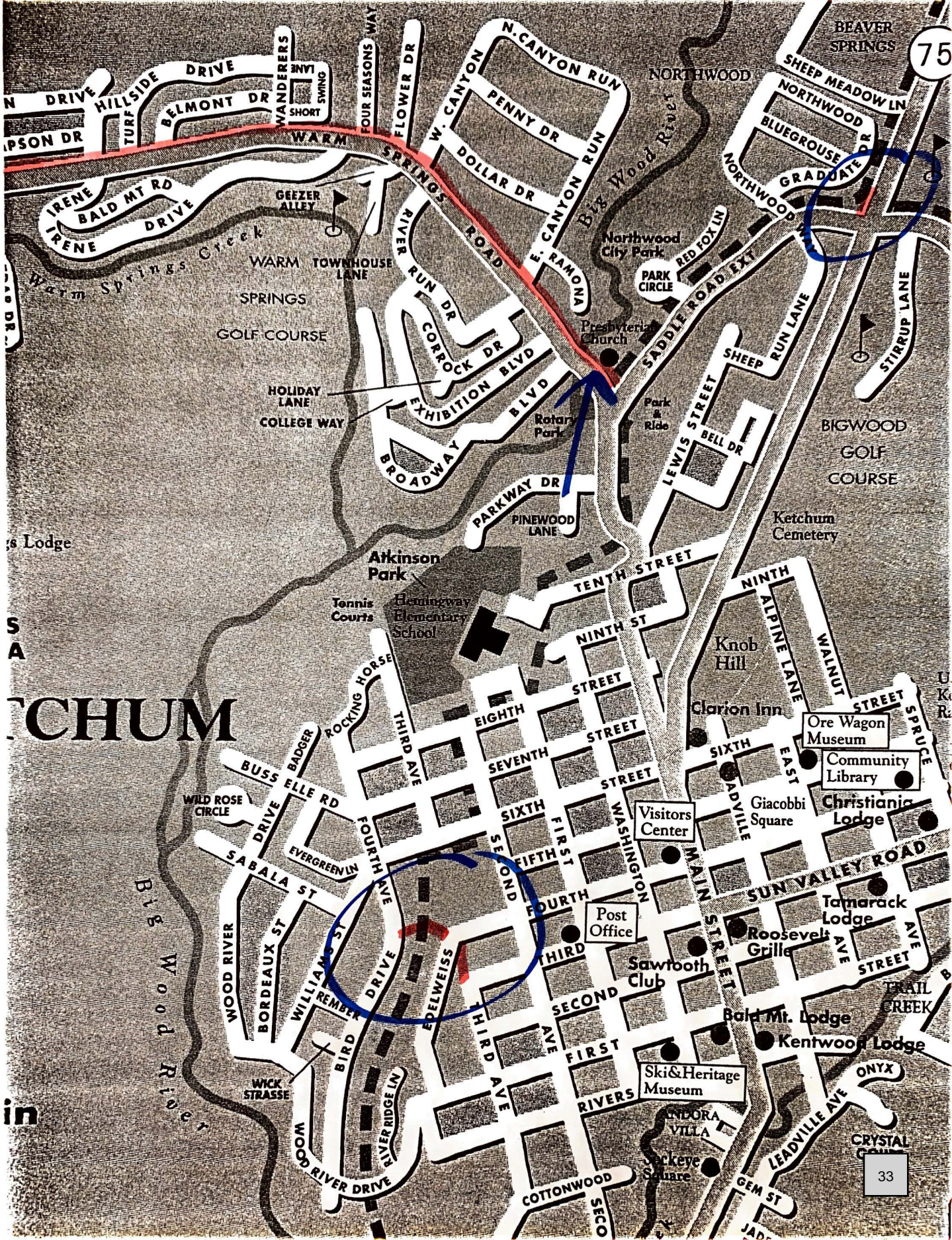
Seal Coating is part of the Streets Department's maintenance and improvements line item with a budget of \$20,000 and the purchase order is within that budget.

Attachments

- Attachment A: Map of 2020 seal coat work
- Attachment B: Imperial Asphalt purchase order

Brian Christiansen  
Director of Streets and Facilities





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# KETCHUM



City of Ketchum  
City Hall

## Purchase Order

Number: 20474  
Date: 6/1/2020

Vendor: Idaho Asphalt Supply  
PO Box 941  
Blackfoot, ID 83221

Quote Ref: See Attached

Quantity	Description	Item Cost	Total Cost
118,000 sq ft.	Asphalt Seal Coat	\$0.145	\$17,110.00
		<b>Total</b>	<b>\$17,110.00</b>

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at [ggager@ketchumidaho.org](mailto:ggager@ketchumidaho.org) or (208) 726-3841.

Please coordinate work with:

City of Ketchum  
Attn: Brian Christiansen  
480 East Avenue N  
Box 2315  
Ketchum, ID 83340

Order Submitted By:

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



## City of Ketchum

June 1, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Review and Approve the West Ketchum Residences Project Floor Area Ratio (FAR) Exceedance Agreement (Contract #20475)**

#### Recommendation and Summary

Staff recommends that the Ketchum City Council move to approve and authorize the Mayor to sign the West Ketchum Residences Project Floor Area Ratio (FAR) Exceedance Agreement:

Recommended Motion: "I move to approve and authorize the Mayor to sign the West Ketchum Residences Project FAR Exceedance Agreement Contract #20475."

The reasons for the recommendation are as follows:

- The West Ketchum Residences is a 10-unit townhome development proposed to be constructed within the General Residential High-Density (GR-H) Zoning District. Development within the GR-H Zone may be built to a permitted FAR of 0.5. The City provides options to exceed this allowable FAR up to a maximum of 1.4 in exchange for the mitigation of impacts related to affordable community and workforce housing.
- The project has a proposed FAR of 0.63 (29,830 gross square feet/ 47,338 square feet project site area).
- The Applicant proposes to mitigate the development's impacts in exchange for the increased FAR by paying the in-lieu fee as specified in Exhibit B of Contract #20475 attached to the Staff Report.

#### Introduction and History

Ketchum Municipal Code §17.124.040 encourages new development to include a reasonable supply of affordable and resident-occupied housing for sale or rent to help meet the demand and needs for housing the community's workforce. Developers have the option to pay an associated community housing in-lieu fee. The City of Ketchum has instituted the adoption of Exceedance Agreements to memorialize increases above the permitted FAR and associated mitigation measures.

The Planning and Zoning Commission approved the Design Review application (P19-143) for the West Ketchum Residences project on February 10<sup>th</sup>, 2020. The applicant proposes to pay the associated community housing in-lieu fee in exchange for the increase in FAR. The proposal (Exhibit B) specifies that the applicant agrees to pay the total \$249,274.06 community housing in-lieu fee prior to issuance of a Certificate of Occupancy for the first duplex constructed on the site. The applicant intends to submit a phased development plan to develop the project over a series of years. Exhibit B of the Exceedance Agreement provides an alternative that the in-

lieu fees may be paid in accordance with the terms of a phasing agreement in the event that the Ketchum City Council approves a phased development plan for the project.

Financial Impact

The developer proposes to pay the \$249,274.06 community housing in-lieu fee in exchange for the FAR exceedance.

Attachments

- West Ketchum Residences Project FAR Exceedance Agreement (Contract #20475)

**FAR EXCEEDANCE  
AGREEMENT**

**Parties:**

City of Ketchum	"City"	P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho 83340
West Ketchum Residences, LLC	"Developer"	Mailing: PO Box 284, Sun Valley, ID 83353 Property: Bavarian Village Subdivision Lots 5A, 6A, 7A, and 8A

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and West Ketchum Residences, LLC a developer in the City of Ketchum.

RECITALS

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

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

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

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

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

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

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

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

DATED THIS 1<sup>ST</sup> DAY OF JUNE 2020.

Developer

City of Ketchum, Idaho

\_\_\_\_\_  
Robert Parker  
West Ketchum Residences, LLC

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

Attest:

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

## 17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

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

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

### B. Inclusionary Housing Incentive:

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



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

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

**Exhibit B**

**EXCEEDANCE AGREEMENT COMPLIANCE**

**PROJECT:** West Ketchum Residences  
**FILE NUMBER:** Design Review P19-143  
**DEVELOPER:** Wet Ketchum Residences, LLC  
**LOCATION:** Bavarian Village Subdivision: Lots 5A, 6A, 7A, and 8A  
**ZONING:** General Residential High Density (GR-H) Zoning District  
**BACKGROUND:**

1. The West Ketchum Residences is a 10-unit townhome development on 4 vacant lots within a residential neighborhood. The project consists of 5, two-story duplex units.
2. The project is located on 4 vacant lots in the Bavarian Village Subdivision within the General Residential High-Density Zoning District (GR-H). The 1.09-acre project site will be accessed from a 24-foot curb cut from Bird Drive.
3. The project will have a total gross floor area of 29,830 gross square feet.
4. The project has a proposed Floor Area Ratio (FAR) of 0.63 (29,830 gross square feet/ 47,338 square feet project site area).
5. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit application is submitted for the project.
6. The Planning and Zoning Commission approved the Design Review application (P19-143) for the West Ketchum Residences project on February 10<sup>th</sup>, 2020. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

**Table 1. EXCEEDANCE ANALYSIS**

Yes	No	N/A	Regulation	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>17.124.040</i>	<i>Floor Area Ratios and Community Housing</i>
				Floor Area Ratio Permitted in General Residential High Density (GR-H) Zoning District <i>FAR Permitted in GR-H Zone: 0.5</i> <i>FAR Permitted with Inclusionary Housing Incentive: 1.4</i>  Proposed Floor Area Ratio <i>Townhome Unit Gross Floor Area: 2,983 gross square feet</i> <i>Duplex Gross Floor Area: 5,966 gross square feet</i>

			<p><i>Total Gross Floor Area for 10 Townhome Units: 29,830 gross square feet</i></p> <p><i>Floor Area Ratio Proposed: 0.63 (29,830 gross square feet/ 47,338 square feet project site area)</i></p> <p><i>Increase Above 0.5 Permitted FAR: 6,161 gross square feet (29,830 square feet – 23,669 square feet)</i></p> <p><i>20% of Increase: 1,232.2 gross square feet</i></p> <p><i>15% Reduction for Net Livable Floor Area: 1,047.37 square feet</i></p> <p><i>Sheet AS102 notes that the developer will pay the associated community housing in-lieu fee.</i></p> <p><i>Community Housing In-Lieu Fee: \$249,274.06 (1,047.37 square feet x \$238)</i></p> <p><b><u>WEST KETCHUM RESIDENCES</u></b></p> <p><b><u>COMMUNITY HOUSING CONTRIBUTION PROPOSAL</u></b></p> <p>The applicant agrees to pay the \$249,274.06 community housing in-lieu fee. The entire community housing in-lieu fee shall be paid prior to issuance of a certificate of occupancy for the first building constructed on the site.</p> <p>In the event the City Council approves a phasing agreement for development of the 10 units, payment of the in-lieu fee shall be paid in accordance with the terms of the phasing agreement.</p>
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## City of Ketchum

June 1, 2020  
Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Close Fourth Street from Walnut to Leadville Avenue**

#### Recommendation and Summary

It recommended the council authorize the closure of Fourth Street from Walnut to Leadville Avenue for the summer and adopt the following motion:

I move to authorize the closure of Fourth Street for the summer.

The reasons for the recommendation are as follows:

- Communities throughout the nation are closing streets to provide space for walking, biking and outdoor dining while maintaining physical distancing.
- Fourth Street is an ideal street for pedestrians and bicyclists and is not a main thoroughfare.

#### Introduction and History

As a result of COVID-19, people are spending more time outside. Walking, biking, dining, and other outdoor activities are more popular than ever before. To accommodate the demand for safe spaces for physical distancing, streets are being closed throughout the nation.

It is proposed that Fourth Street be closed to vehicle traffic from Walnut to Leadville. The cross streets, Walnut, East Avenue and Leadville will remain open to through traffic. The alley between Walnut and East Avenue would remain open to through traffic and the alley behind Town Square would be closed to through traffic at Fourth Street. Bollards will be installed to prevent vehicles from traveling on Fourth Street.

#### Analysis

Fourth Street is designed as a pedestrian and bicycle route, it is not designed to handle significant traffic volumes. Closing the street will not impact traffic circulation, through traffic can easily shift to 5<sup>th</sup> Street or Sun Valley Road.

The KURA has approved funding for installation of bollards to facilitate closure of the street and some minor repairs to pavers. Staff is reviewing the best bollard option that is compatible with snow plowing.

#### Sustainability

Encouraging alternative modes of transportation (walking and biking) is a key sustainability principle. A reduction in vehicle miles traveled reduces carbon emissions and promotes a healthy lifestyle.

#### Financial Impact

The installation of bollards and repairs to pavers will be funded by the KURA. There will be no financial impact to the City.



## City of Ketchum

June 1, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Collective Bargaining Agreement 20478 with International Association of Firefighters (IAFF) Local 4758 and the City of Ketchum**

#### Recommendation and Summary

The Mayor is recommending the council approve the attached contract and adopt the following motion:

I move to approve the Collective Bargaining Agreement 20478 between the IAFF Local 4758 and the City of Ketchum and authorize the Mayor to sign the document.

The reasons for the recommendation are as follows:

- Both the IAFF and the City have agreed to the terms of the proposed contract.
- The current contract will expire September 30, 2020 and this contract will be effective October 1, 2020.

#### Introduction and History

The City of Ketchum and the International Association of Firefighters (IAFF) Local 4758 entered into negotiations in May 2020 and both the City and IAFF agreed to submit a Tentative Collective Bargaining Agreement to the Union members and City Council for approval. The Tentative Agreement (Attachment A) is recommended for approval by the City Council. Attachment B, is the redlined version of the contract showing the proposed changes.

#### Analysis

Several issues were discussed during the negotiations. The City and Firefighters worked together to develop a mutually acceptable agreement. On behalf of the City, the Mayor would like to thank the IAFF negotiating team for their cooperation and collaboration in finding mutually acceptable solutions.

#### Financial Impact

The proposed agreement has minimal financial impact to the City.

Attachments:

Attachment A: Proposed Agreement 20478

Attachment B: Redlined version of Contract

# COLLECTIVE BARGAINING AGREEMENT

## 2020-2021

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IAFF LOCAL #4758 KETCHUM PROFESSIONAL  
FIREFIGHTERS & THE CITY OF KETCHUM



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## **COLLECTIVE BARGAINING AGREEMENT**

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

As used in this Agreement, the term "Chief Executive Officer" shall mean the Mayor of the City of Ketchum or his/her designee. The term "Employee" or "Firefighter" shall mean a full-time firefighter that is employed by the City as a firefighter, and who is a member of the Firefighters Local Union #4758. The term "City Employee" shall mean any person employed by the City of Ketchum. The term "Volunteer" shall mean a paid-on call firefighter.

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

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

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

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

### **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

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

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

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

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

The City recognizes, after a fully conducted election held on June 22, 2009, the Firefighters Local Union #4758 as being designated and selected by a majority of the full-time professional Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment.

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

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

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

### **ARTICLE 5 - UNION BUSINESS**

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

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

**Section C.** Requests for up to a total of 9, twenty-four (24) hour shifts off, with pay, each fiscal year, for UNION business for Officially Elected Union Principal Officers will be granted for IAFF, PFFI, or AFL-CIO sanctioned UNION functions, with (7) seven days' notice, so long as minimum staffing as set forth in Article 19, Section A is not affected. Management reserves the right to request documentation of the function and Employees' attendance. Documentation shall not be withheld when requested.

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

## **ARTICLE 6-DISCRIMINATION**

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

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

## **ARTICLE 7 - NO STRIKE**

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

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

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

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

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

## **ARTICLE 9-WAGES**

**Section A.** Due to the current economic hardships brought on by the COVID-19 Pandemic, the Union agrees not to request wage increases in 2021. Employee's base pay and salary shall be in accordance with Schedule C of this Agreement. In the event of a promotion to another position there shall be a minimum increase which shall be equal to at least 5% over the Employee's current base rate, absent incentives.

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

**Section C.** Employees may be eligible for an annual Merit Increase subject to the criteria identified in

Schedule D. Such Merit Increases may occur provided annual budget appropriation is approved.

### **ARTICLE 10 - INCENTIVE PAY**

Any Employee who is certified and licensed by the State of Idaho as an EMT-PARAMEDIC shall receive \$161.54 per pay period as incentive pay.

### **ARTICLE 11 – HOLIDAY**

The City shall recognize the following eleven holidays:

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

Each Employee will receive 88 hours of Compensatory Time annually for Holidays, whether the Employee works the holiday or not. Compensatory Time ("Comp Time" for Holidays will accrue immediately after the Holiday).

### **ARTICLE 12 - EXTRA DUTY**

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

**Section B.** As an alternative to paid overtime, Employees may receive compensation with time off equal to overtime at one and a half times the number of actual hours worked in excess of the limitations set

forth in section A. Comp time and Holiday time can be accumulated up to 200 hours in a Fiscal year. Comp time hours shall be taken as a one (1) hour minimum with approval of the Chief in accordance with Article 19, Section A and B. Leave requests for Comp Time of twenty-four (24) hours or less, must be made to the Chief or his designee with twenty-four (24) hours' notice. Leave requests for periods greater than twenty-four (24) hours shall be made according to Article 16. Provided however, a comp time request may be granted by a shift officer, if minimum staffing requirements as herein provided are met, and the time off is to occur during the same shift in which the request is received by the shift officer. Employees may carry over up to one hundred (100) hours of Holiday time and Comp Time combined into the following year pursuant to Article 16, Section C.

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

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

**Section E.** Call Back- In the chiefs discretion, if additional employees are needed to cover staffing beyond minimum staffing requirements, the chief shall, at least three weeks prior to the designated date, post a request for additional personnel identifying the number of additional personnel, as well as the date(s) and hours(s) the additional personnel will be needed. If there are no union members who volunteer to cover the additional hour(s) at least two weeks prior to the date that additional employees are needed, the chief will then contact employees on an overtime list that is maintained by the fire chief or his/her designee showing overtime worked for each employee in descending order, lowest overtime hours worked at the top of the list, to highest overtime hours worked at the bottom of the list.

Overtime opportunities will be offered to employees in order of the list starting at the top of the list with the employee who has the lowest overtime hours worked and moving sequentially down the list. In the event there are not sufficient employees willing to volunteer to cover needed staffing after an attempt is made to contact each employee on the overtime list, the chief can order employees to return to work starting at the employee at the top of the overtime list and moving down the list until the need for employees is satisfied. No leave requests for hours identified by the fire chief under this section shall be granted after notice of the need for additional personnel has been posted. Union members who are required to report for duty outside their regularly scheduled hours according to this Section, shall be paid at time and a half (1.5 times a given employee's regular hourly rate).

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

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

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

**Section B.** In the hierarchy of the fire service, the highest ranking Employee working a shift is acknowledged as the "Shift Officer." Normally that person is the shift captain; however, when that Captain is not working, the Shift Officer automatically moves into that classification and assumes all of their duties. If an Employee works out of class for more than two (2) consecutive regular work weeks, that Employee is entitled to a WOOC pay incentive. The pay incentive will be paid retroactively at the rate of the starting salary of the higher classification in which the Employee is substituting, or five percent, whichever is higher.

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

## **ARTICLE 14 - UNIFORMS**

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

## **ARTICLE 15-MILEAGE ALLOWANCE**

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

## ARTICLE 16 - VACATION LEAVE

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

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

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

**Section C.** On September 30th, Employees who have accrued vacation or comp hours in excess of their allowed annual carryover limit will be paid in cash or paid into a qualified deferred compensation program for those hours at the rate of pay plus incentives in effect on September 30th, unless the Employee has been approved to use the excess hours by the end of the City's fiscal year; September 30th\_

**Section D.** Vacation, and compensatory time may accumulate to the maximum amount set forth in Article 16, Section Band Article 12, Section B of this Agreement except if an Employee is unable to use vacation or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same. If an Employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation or compensatory time, the vacation or compensatory time will be carried over to be used the following year or will be cashed out at the established rate. If the Employee does not return to work after this injury or illness, or is otherwise separated from employment at the City of Ketchum, all accumulated vacation, and comp hours will be paid at the established rate as set forth in Article 12, Section A, Article 16, Section C and Article 17, Section B of this Agreement.

**Section E.** Vacation time hours shall be taken as a twelve (12) hour minimum with a minimum of ten (10) days of written or electronic notification. Vacation time may, however, be granted with a minimum of one (1) hour increments subject to the discretion of the Chief and his/her designee. Shifts will be available to members for a maximum of 48hrs from the time of posting, after which time they will be offered to qualified Paid-on-Call members.

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

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

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

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

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

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

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

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

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



## **ARTICLE 19-STAFFING POLICY**

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

**Section A.** Except as provided in Article 12, the minimum shift staffing level is set at two (2) Employees on duty at all times with the following minimum qualifications. When staffing levels fall below three (3) Employees on Duty, as per Article 8 of this CBA, a Paid-on-Call member may be hired to augment staffing at management's discretion.

- All Employees shall maintain the level of EMT B with certification in all Blaine County Medical Director Optional Modules with the State of Idaho within one (1) calendar year of being hired.
- All Employees will be trained as Senior Engineers within one (1) calendar year of being hired.
- At least one (1) member with the qualification of EMT-P will be on shift at all times.

**Section B.** Except as provided in Article 12 and Article 16, leave request (Comp Time, Vacation, etc.) will only be denied if the minimum staffing guidelines in Section A of this Article cannot be met. When it becomes necessary to fill a shift as a temporary assignment, in order to meet the guidelines, set forth in Section A of this Article, the following guidelines will be adhered to:

- 1) First, the shift will be offered to a full-time Employee;
- 2) Second, if the shift is not taken by a full-time employee, the shift will be offered to a qualified Volunteer; then,
- 3) If conditions (1) and (2) above cannot be met, Leave shall be denied.

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

**Section D.** In the event the shift staffing level set forth in Section A of this Article cannot be met, the Fire Chief or designee reserves the right to exercise mandatory call back in the order set forth in Article 12 on the rotating shift coverage call back list which shall be kept up to date by the Fire Chief or their designee.

## **ARTICLE 20 - SHIFT CHANGE**

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

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

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

## **ARTICLE 21- LIMITED DUTY**

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

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

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

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

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

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

Limited duty assignment may be limited to one (1) person on each shift. The designated limited duty shift for said individuals shall be 8a-5p Mon-Fri unless mutually agreed upon by management and the Employee. After 45 days of limited duty, Employees shall be evaluated by the Emergency Responder Health Center located in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency

Responder Health Center no longer be an option than another occupational health physician may be used to evaluation the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, unless a longer period of time is approved by the Mayor and City Council.

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

## **ARTICLE 22 - PERSONNEL REDUCTIONS**

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

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

This personnel reduction article shall not apply to temporary Employees.

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

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

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

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

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

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

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

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

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

Unresolved issues concerning discipline are mandatory subjects of arbitration.

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

- The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue in dispute.
- Within ten (10) days of demanding arbitration the party requesting arbitration will request from the American Association of Arbitrators ("A.A.A."), a panel of 5 arbitrators who are members of the National Academy of Arbitrators and the demanding party shall pay all fees and costs associated with initiating the arbitration panel subject to reimbursement by decision of the arbitrator. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.
- Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with the paragraph above. No more than two panels may be so rejected from each party.
- A flip of the coin will determine the right to strike the first two names from the five-person panel. The other party will then have the right to strike an additional two names. The fifth remaining person will then be the arbitrator ("Arbitrator"). This selection process must be accomplished within 5 days of receipt of the panel from the A.A.A.

The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining discipline, subject only to the parties' right to seek vacation or modification to the Arbitrator's award pursuant to the provisions of Title 7, Chapter 9, Idaho Code.

- The Arbitrator shall have only such jurisdiction on and authority to interpret and apply the provisions of the Agreement as shall be necessary to the determination of the issue at hand. The Arbitrator shall not have any power to add or subtract from, modify or alter in any way, the provisions of this Agreement.
- The expenses of the Arbitrator shall be borne by the non-prevailing party. In the event that both parties prevail in part, the expenses of the Arbitrator shall be equally shared between the parties.

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

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

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

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

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

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

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

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

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

## **ARTICLE 25 - RESIDENCY REQUIREMENT**

Employees, regardless of when hired, may live anywhere, inside or outside of the City limits, provided they reside within the following borders of Blaine County:

- North of one mile south of Hwy 20 (includes the community of Picabo)
- East of the intersection of Hwy 20 and Rock Creek road proceeding north on a straight line to Dollarhide Summit, and
- West of Cut Off Road

## **ARTICLE 26 - NEPOTISM**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 28 - SUBSEQUENT CONTRACTS**

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

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

## **ARTICLE 29 - SAVING CLAUSE**

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

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

This Agreement shall be effective on the 1st day of October 2020 , and shall remain in full force and effect until midnight on September 30, 2021 pursuant to Idaho Code §44-1804.

## **ARTICLE 31- PREVAILING RIGHTS**

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

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

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

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

## **ARTICLE 33 - LEAVE DONATION**

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

- Donations may be made in a minimum of 1 hour increments. For every one hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick time for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with the FLMA.
- An employee who returns to work either on limited duty or on a part time basis may continue to use donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened or coerced, or promised any benefit by any employee for the purpose of donating or using leave.



- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- An employee can be a donation recipient should the City of Ketchum expand the donor program to the rest of its employees.

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

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

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

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

### **Section A**

All recruitment and promotions for the rank of Captain will follow the process outlined in this Article of the collective bargaining agreement. Management will provide notice of a recruitment or promotion opportunity for the position of captain at least thirty days prior to commencement of the promotion or recruitment process. The posting of a promotion or recruitment for the position of Captain will include a current job description and minimum requirements for the position of Captain along with the preferred qualities and qualifications for the position. Applicants for the position shall meet the minimum requirements in the City of Ketchum job description for the position of Captain as a prerequisite for participation in the promotion or recruitment process. Job descriptions will be reviewed and updated annually by the City of Ketchum City Administrator and Fire Chief.

### **Section B**

Management and the Union agree that any appointment by the Mayor to the position of captain will be made from the top three scoring candidates in the promotion or recruitment process for captain identified herein. For purposes of clarity and transparency, Management and Union agree that the Fire Chief will provide a written explanation of the decision to hire or not hire a given top three candidate upon written request from the candidate. Any such written explanation will only contain information about the requesting candidate.

### **Section C**

In addition to the standard City of Ketchum application packet, each applicant must submit a letter of intent and a resume for the posted position. The application packet, letter of intent and

resume must be submitted prior to the application deadline posted on the announcement. The promotion or recruitment process for the position of captain will involve a formal background check and contact with references for the top three candidates.

### **Section D**

Promotion or Recruitment Process for the Position of Captain: The examination process will have at least three (3) of the following five (5) components:

- A standardized written firefighter and emergency medical services exam;
- An Incident Command (IC) Simulation Exercise;
- A roundtable problem solving exercise with other applicants;
- An In-Basket exercise; and
- A Panel interview.

Scoring: The scoring methodology for each component of the exam will be identified in the recruitment or promotion notice.

#### **Section E**

- The IC simulation for Captain shall be graded by two deputy chief or higher officers from departments located outside Blaine County and the Ketchum fire Chief or designee.
- The In-Basket exercise will be graded by the City Administrator.
- The interview panel will consist of a Union Representative from outside Blaine County, and community members identified by Management. Both genders will be represented on the panel.
- If the written exam is required, a passing score of at least 80% on the written exam is required to qualify for additional components.
- Scores for the candidates will be available, in writing, no later than 6 pm two days after the Mayor's selection of a candidate for promotion or recruitment.
- Candidates will only be given their own scores.
- The Round Table exercise will be graded by the Fire Chief, City Administrator and Mayor or their designees.

SIGNATURE PAGE

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

For IAFF Local # 4758

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

For the City of Ketchum, Idaho

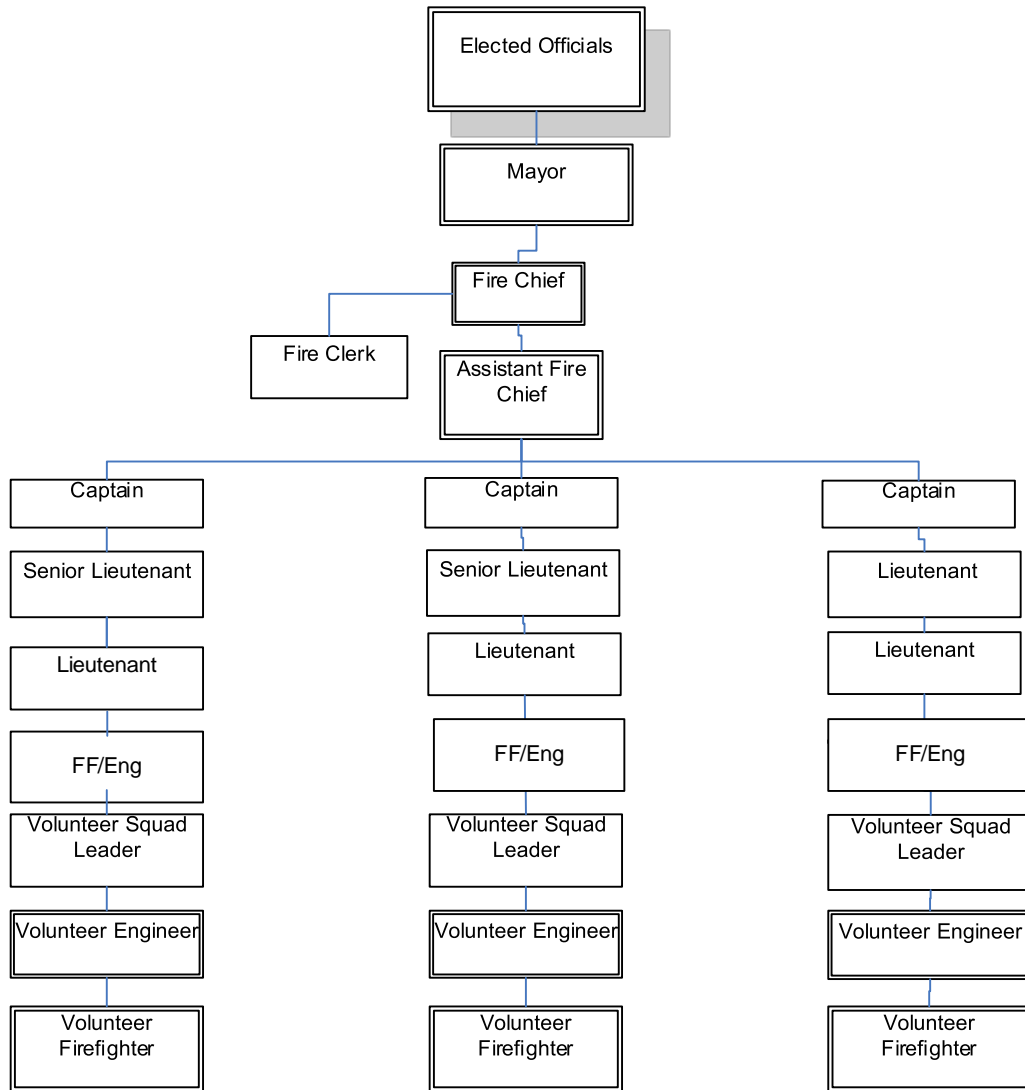
\_\_\_\_\_  
Neil Bradshaw, Mayor

Attest:

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

SCHEDULE A-ORGANIZATIONAL CHART

<b>Ketchum Fire Department Operational Chain of Command</b>		
	10/01/2017	



**SCHEDULE B - REGULAR WORK WEEK**

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

X represents a twenty four hour shift

## SCHEDULE C- SALARY RANGE

Salary range for each position without incentive pay.

Position	Base Salary Range
Firefighter/Engineer	\$41,997 to \$55,456
Fire Lieutenant	\$46,666 to \$61,617
Senior Fire Lieutenant	\$51,842 to \$68,455
Fire Captain	\$64,000 to \$84,513

Base salary assumes 2758 hours worked annually.

The following reflects the hourly rate with applicable incentive pay for Employees as of October 1, 2020 .

Employee	Base Rate	Total Rate with Applicable Incentive
Captain M. Canfield	27.76	29.28
Captain T.F. Canfield	27.76	29.28
Captain Witthar	27.76	27.76
Sr. Lieutenant Rathfon	24.08	25.60
Sr. Lieutenant McLean	22.45	23.97
Lieutenant Binnie	19.58	21.10
Lieutenant S. Martin	19.58	21.10
Lieutenant Potter	19.32	20.84
Lieutenant G. Martin	19.32	19.32
Lieutenant O'Donnell	19.00	20.52
Lieutenant r Sisko	18.81	20.33

Individual employee rates of pay may be increased in the sole discretion of the City Administration. The Local Union will be informed of any such adjustments within seven (7) days. Union members agree that the City may share any such increase with Union leadership. If the City provides a general wage increase to all City employees in excess of 3% during the term of this Agreement, the City will increase firefighter wages by the difference between 3% and any such general wage increase given to all other City Employees.

# COLLECTIVE BARGAINING AGREEMENT

2020~~19~~-2021~~20~~

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IAFF LOCAL #4758 KETCHUM PROFESSIONAL  
FIREFIGHTERS & THE CITY OF KETCHUM



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## **COLLECTIVE BARGAINING AGREEMENT**

This agreement ("Agreement") entered into this ~~May 21, 2019~~ June XX 2020 by and between the City of Ketchum, ("City" or "Employer"), and Firefighters Local Union #4758, an affiliate of the International Association of Firefighters AFL-CIO ("Union").

Commented [A1]: Need to add signing date.

As used in this Agreement, the term "Chief Executive Officer" shall mean the Mayor of the City of Ketchum or his/her designee. The term "Employee" or "Firefighter" shall mean a full-time firefighter that is employed by the City as a firefighter, and who is a member of the Firefighters Local Union #4758. The term "City Employee" shall mean any person employed by the City of Ketchum. The term "Volunteer" shall mean a paid-on call firefighter.

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

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

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

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

### **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

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

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

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

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

The City recognizes, after a fully conducted election held on June 22, 2009, the Firefighters Local Union #4758 as being designated and selected by a majority of the full-time professional Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment.

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

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

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

### **ARTICLE 5 - UNION BUSINESS**

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

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

**Section C.** Requests for up to a total of 9, twenty-four (24) hour shifts off, with pay, each fiscal year, for UNION business for Officially Elected Union Principal Officers will be granted for IAFF, PFFI, or AFL-CIO sanctioned UNION functions, with (7) seven days' notice, so long as minimum staffing as set forth in Article 19, Section A is not affected. Management reserves the right to request documentation of the function and Employees' attendance. Documentation shall not be withheld when requested.

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

## **ARTICLE 6-DISCRIMINATION**

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

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

## **ARTICLE 7 - NO STRIKE**

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

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

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

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

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

## **ARTICLE 9-WAGES**

**Section A.** Due to the current economic hardships brought on by the COVID-19 Pandemic, the Union agrees not to request wage increases in 2021. Employee's base pay and salary shall be in accordance with Schedule C of this Agreement. In the event of a promotion to another position there shall be a minimum increase which shall be equal to at least 5% over the Employee's current base rate, absent incentives.

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

**Section C.** Employees may be eligible for an annual Merit Increase subject to the criteria identified in

Schedule D. Such Merit Increases may occur provided annual budget appropriation is approved.

**ARTICLE 10 - INCENTIVE PAY**

Any Employee who is certified and licensed by the State of Idaho as an EMT-PARAMEDIC shall receive \$161.54 per pay period as incentive pay.

**ARTICLE 11 – HOLIDAY**

The City shall recognize the following eleven holidays:

- New Year’s Day
- Martin Luther King Day
- Presidents Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Memorial Day
- Independence Day
- Day after Thanksgiving
- Christmas Eve

Each Employee will receive 88 hours of Compensatory Time annually for Holidays, whether the Employee works the holiday or not. Compensatory Time ("Comp Time" for Holidays will accrue immediately after the Holiday).

**ARTICLE 12 - EXTRA DUTY**

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

**Section B.** As an alternative to paid overtime, Employees may receive compensation with time off equal to overtime at one and a half times the number of ~~actual hours worked. hours actually worked~~ in excess

of the limitations set forth in section A. Comp time and Holiday time can be accumulated up to 200 hours in a Fiscal year. Comp time hours shall be taken as a ~~one (1) four (4)~~ hour minimum with approval of the Chief in accordance with Article 19, Section A and B. Leave requests for ~~eComp tTime or vacation time~~ of twenty-four (24) hours or less, must be made to the Chief or his designee with twenty-four (24) hours' notice. Leave requests for periods greater than twenty-four (24) hours shall be made according to Article 16. Provided however, a ~~vacation or~~ comp time request may be granted by a shift officer, if minimum staffing requirements as herein provided are met, and the time off is to occur during the same shift in which the request is received by the shift officer. Employees may carry over up to one hundred (100) hours of Holiday time and Comp Time combined into the following year pursuant to Article 16, Section C.

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

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

**Section E.** Call Back- In the chiefs discretion, if additional employees are needed to cover staffing beyond minimum staffing requirements, the chief shall, at least three weeks prior to the designated date, post a request for additional personnel identifying the number of additional personnel, as well as the date(s) and hours(s) the additional personnel will be needed. If there are no union members who volunteer to cover the additional hour(s) at least two weeks prior to the date that additional employees are needed, the chief will then contact employees on an overtime list that is maintained by the fire chief or his/her designee showing overtime worked for each employee in descending order, lowest overtime hours worked at the top of the list, to highest overtime hours worked at the bottom of the list.

Overtime opportunities will be offered to employees in order of the list starting at the top of the list with the employee who has the lowest overtime hours worked and moving sequentially down the list. In the event there are not sufficient employees willing to volunteer to cover needed staffing after an attempt is made to contact each employee on the overtime list, the chief can order employees to return to work starting at the employee at the top of the overtime list and moving down the list until the need for employees is satisfied. No leave requests for hours identified by the fire chief under this section shall be granted after notice of the need for additional personnel has been posted. Union members who are required to report for duty outside their regularly scheduled hours according to this Section, shall be paid at time and a half (1.5 times a given employee's regular hourly rate).

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

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

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

**Section B.** In the hierarchy of the fire service, the highest ranking Employee working a shift is acknowledged as the "Shift Officer." Normally that person is the shift captain; however, when that Captain is not working, the Shift Officer automatically moves into that classification and assumes all of their duties. If an Employee works out of class for more than two (2) consecutive regular work weeks, that Employee is entitled to a WOOC pay incentive. The pay incentive will be paid retroactively at the rate of the starting salary of the higher classification in which the Employee is substituting, or five percent, whichever is higher.

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

#### **ARTICLE 14 - UNIFORMS**

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

#### **ARTICLE 15-MILEAGE ALLOWANCE**

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

**ARTICLE 16 - VACATION LEAVE**

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

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

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

**Section C.** On September 30th, Employees who have accrued vacation or comp hours in excess of their allowed annual carryover limit will be paid in cash or paid into a qualified deferred compensation program for those hours at the rate of pay plus incentives in effect on September 30th, unless the Employee has been approved to use the excess hours by the end of the City's fiscal year; September 30th\_

**Section D.** Vacation, and compensatory time may accumulate to the maximum amount set forth in Article 16, Section B of this Agreement except if an Employee is unable to use vacation or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same. If an Employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation or compensatory time, the vacation or compensatory time will be carried over to be used the following year or will be cashed out at the established rate. If the Employee does not return to work after this injury or illness, or is otherwise separated from employment at the City of Ketchum, all accumulated vacation, and comp hours will be paid at the established rate as set forth in Article 12, Section A, Article 16, Section C and Article 17, Section B of this Agreement.

**Section E.** Vacation time hours shall be taken as a twelve (12) hour minimum with a minimum of ten (10) days of written or electronic notification. Vacation time may, however, be granted with a minimum of one (1) hour increments subject to the discretion of the Chief and his/her designee. Shifts will be available to members for a maximum of 48hrs from the time of posting, after which time they will be offered to qualified Paid-on-Call members.



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

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

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

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

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

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

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

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

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

## **ARTICLE 19-STAFFING POLICY**

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

**Section A.** Except as provided in Article 12, the minimum shift staffing level is set at two (2) Employees on duty at all times with the following minimum qualifications. When staffing levels fall below three (3) Employees on Duty, as per Article 8 of this CBA, a Paid-on-Call member may be hired to augment staffing at management's discretion.

- All Employees shall maintain the level of EMT B with certification in all Blaine County Medical Director Optional Modules with the State of Idaho within one (1) calendar year of being hired.
- All Employees will be trained as Senior Engineers within one (1) calendar year of being hired.
- At least one (1) member with the qualification of EMT-P will be on shift at all times.

**Section B.** Except as provided in Article 12 and Article 16, leave request (Comp Time, Vacation, etc.) will only be denied if the minimum staffing guidelines in Section A of this Article cannot be met. When it becomes necessary to fill a shift as a temporary assignment, in order to meet the guidelines, set forth in Section A of this Article, the following guidelines will be adhered to:

- 1) First, the shift will be offered to a full-time Employee;
- 2) Second, if the shift is not taken by a full-time employee, the shift will be offered to a qualified Volunteer; then,
- 3) If conditions (1) and (2) above cannot be met, Leave shall be denied.

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

**Section D.** In the event the shift staffing level set forth in Section A of this Article cannot be met, the Fire Chief or designee reserves the right to exercise mandatory call back in the order set forth in Article 12 on the rotating shift coverage call back list which shall be kept up to date by the Fire Chief or their designee.

## **ARTICLE 20 - SHIFT CHANGE**

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

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

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

## **ARTICLE 21- LIMITED DUTY**

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

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

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

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

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

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

Limited duty assignment may be limited to one (1) person on each shift. The designated limited duty shift for said individuals shall be 8a-5p Mon-Fri unless mutually agreed upon by management and the Employee. After 45 days of limited duty, Employees shall be evaluated by the Emergency Responder Health Center located in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency

Responder Health Center no longer be an option than another occupational health physician may be used to evaluation the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, unless a longer period of time is approved by the Mayor and City Council.

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

## **ARTICLE 22 - PERSONNEL REDUCTIONS**

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

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

This personnel reduction article shall not apply to temporary Employees.

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

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

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

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

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

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

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

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

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

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

- The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue in dispute.
- Within ten (10) days of demanding arbitration the party requesting arbitration will request from the American Association of Arbitrators ("A.A.A."), a panel of 5 arbitrators who are members of the National Academy of Arbitrators and the demanding party shall pay all fees and costs associated with initiating the arbitration panel subject to reimbursement by decision of the arbitrator. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.
- Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with the paragraph above. No more than two panels may be so rejected from each party.
- A flip of the coin will determine the right to strike the first two names from the five-person panel. The other party will then have the right to strike an additional two names. The fifth remaining person will then be the arbitrator ("Arbitrator"). This selection process must be accomplished within 5 days of receipt of the panel from the A.A.A.

The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining to discipline, subject only to the parties' right to seek vacation or modification to the Arbitrator's award pursuant to the provisions of Title 7, Chapter 9, Idaho Code.

- The Arbitrator shall have only such jurisdiction on and authority to interpret and apply the provisions of the Agreement as shall be necessary to the determination of the issue at hand. The Arbitrator shall not have any power to add or subtract from, modify or alter in any way, the provisions of this Agreement.
- The expenses of the Arbitrator shall be borne by the non-prevailing party. In the event that both parties prevail in part, the expenses of the Arbitrator shall be equally shared between the parties.

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

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

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

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

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

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

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

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

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

### **ARTICLE 25 - RESIDENCY REQUIREMENT**

Employees, regardless of when hired, may live anywhere, inside or outside of the City limits, provided they reside within the following borders of Blaine County:

- ~~South of Galena Summit~~
- North of one mile south of Hwy 20 (includes the community of Picabo)
- East of the intersection of Hwy 20 and Rock Creek road proceeding north on a straight line to Dollarhide Summit, and
- West of Cut Off Road

### **ARTICLE 26 - NEPOTISM**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 28 - SUBSEQUENT CONTRACTS**

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

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

#### **ARTICLE 29 - SAVING CLAUSE**

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



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

This Agreement shall be effective on the 1st day of October 20~~20~~<sup>19</sup>, and shall remain in full force and effect until midnight on September 30, 20~~21~~<sup>20</sup> pursuant to Idaho Code §44-1804.

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

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

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

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

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

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

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

- Donations may be made in a minimum of 1 hour increments. For every one hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick time for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with the FLMA.
- An employee who returns to work either on limited duty or on a part time basis may continue to use donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened or coerced, or promised any benefit by any employee for the purpose of donating or using leave.

- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- An employee can be a donation recipient should the City of Ketchum expand the donor program to the rest of its employees.

**ARTICLE 34-PORTAL TO PORTAL**

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

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

**ARTICLE 35 - PROMOTION AND RECRUITMENT PROCESS**

**Section A**

All recruitment and promotions for the rank of Captain will follow the process outlined in this Article of the collective bargaining agreement. Management will provide notice of a recruitment or promotion opportunity for the position of captain at least thirty days prior to commencement of the promotion or recruitment process. The posting of a promotion or recruitment for the position of Captain will include a current job description and minimum requirements for the position of Captain along with the preferred qualities and qualifications for the position. Applicants for the position shall meet the minimum requirements in the City of Ketchum job description for the position of Captain as a prerequisite for participation in the promotion or recruitment process. Job descriptions will be reviewed and updated annually by the City of Ketchum City Administrator and Fire Chief.

**Section B**

Management and the Union agree that any appointment by the Mayor to the position of captain will be made from the top three scoring candidates in the promotion or recruitment process for captain identified herein. For purposes of clarity and transparency, Management and Union agree that the Fire Chief will provide a written explanation of the decision to hire or not hire a given top three candidate upon written request from the candidate. Any such written explanation will only contain information about the requesting candidate.

**Section C**

In addition to the standard City of Ketchum application packet, each applicant must submit a letter of intent and a resume for the posted position. The application packet, letter of intent and

resume must be submitted prior to the application deadline posted on the announcement. The promotion or recruitment process for the position of captain will involve a formal background check and contact with references for the top three candidates.

**Section D**

Promotion or Recruitment Process for the Position of Captain: The examination process will have at least three (3) of the following five (5) components:

- A standardized written firefighter and emergency medical services exam;
- An Incident Command (IC) Simulation Exercise;
- A roundtable problem solving exercise with other applicants;
- An In-Basket exercise; and
- A Panel interview.

Scoring: The scoring methodology for each component of the exam will be identified in the recruitment or promotion notice.

#### **Section E**

- The IC simulation for Captain shall be graded by two deputy chief or higher officers from departments located outside Blaine County and the Ketchum fire Chief or designee.
- The In-Basket exercise will be graded by the City Administrator.
- The interview panel will consist of a Union Representative from outside Blaine County, and community members identified by Management. Both genders will be represented on the panel.
- If the written exam is required, a passing score of at least 80% on the written exam is required to qualify for additional components.
- Scores for the candidates will be available, in writing, no later than 6 pm two days after the Mayor's selection of a candidate for promotion or recruitment.
- Candidates will only be given their own scores.
- The Round Table exercise will be graded by the Fire Chief, City Administrator and Mayor or their designees.

SIGNATURE PAGE

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

For IAFF Local # 4758

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

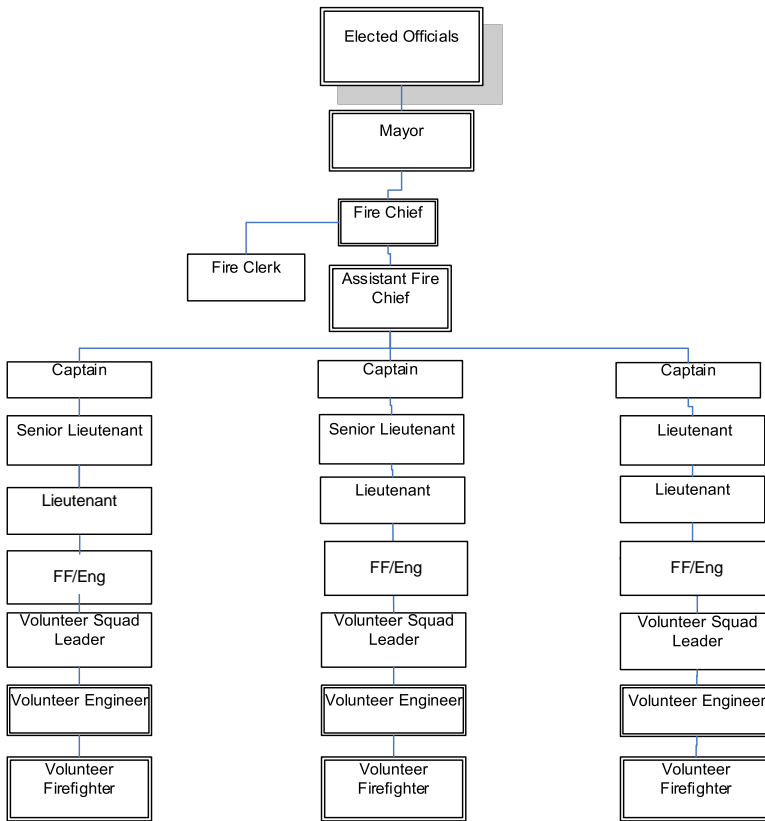
For the City of Ketchum, Idaho

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

Attest:

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

SCHEDULE A-ORGANIZATIONAL CHART



**SCHEDULE B - REGULAR WORK WEEK**

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

X represents a twenty four hour shift

**SCHEDULE C- SALARY RANGE**

Salary range for each position without incentive pay.

<b>Position</b>	<b>Base Salary Range</b>
Firefighter/Engineer	\$41,997 to \$55,456
Fire Lieutenant	\$46,666 to \$61,617
Senior Fire Lieutenant	\$51,842 to \$68,455
Fire Captain	\$64,000 to \$84,513

Base salary assumes 2758 hours worked annually.

The following reflects the hourly rate with applicable incentive pay for Employees as of October 1, 2020~~18~~.

<b>Employee</b>	<b>Base Rate</b>	<b>Total Rate with Applicable Incentive</b>
Captain M. Canfield	27.76	29.28
Captain T.F. Canfield	27.76	29.28
Captain Witthar	27.76	27.76
Sr. Lieutenant Rathfon	24.08	25.60
Sr. Lieutenant McLean	22.45	23.97
Lieutenant Binnie	19.58	21.10
Lieutenant S. Martin	19.58	21.10
Lieutenant Potter	19.32	20.84
Lieutenant G. Martin	19.32	19.32
Lieutenant O'Donnell	<del>19.00</del> 18.08	<del>20.52</del> 19.60
<u>Lieutenant Engineer</u> Sisko	<u>18.81</u> 17.25	<u>20.33</u> 17.25

Individual employee rates of pay may be increased in the sole discretion of the City Administration. The Local Union will be informed of any such adjustments within seven (7) days. Union members agree that the City may share any such increase with Union leadership. If the City provides a general wage increase to all City employees in excess of 3% during the term of this Agreement, the City will increase firefighter wages by the difference between 3% and any such general wage increase given to all other City Employees.



## City of Ketchum

June 1, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Consideration and Approval of the Sun Valley Arts and Crafts Festival Event**

#### Recommendation and Summary

On May 18, City Council agreed to review and approve park reservation and special event applications and require them to submit a COVID plan. This report provides the required information for the Sun Valley Arts and Crafts Festival.

#### **“I move to approve/deny the Special Events License Application submitted for the Sun Valley Arts and Crafts Festival.”**

The reasons for the recommendation are as follows:

- Ketchum City Council requested the authority to review and approve all 2020 Special Events and Park Reservations.
- The Sun Valley Arts and Crafts Festival has developed and submitted a COVID plan.
- The Sun Valley Arts and Crafts Festival event provides an activity for residents and visitors.

#### Introduction and History

The Sun Valley Arts and Crafts Festival is in its 52<sup>nd</sup> year and is scheduled to take place from August 6 to 9 in Atkinson Park. The festival typically attracts 130 artists, and approximately 65 “artist guests,” with 75% of the artists coming from outside Idaho:

- Arizona
- California
- Colorado
- Florida, Georgia
- Illinois
- Kentucky
- Louisiana
- Michigan
- Minnesota
- Montana
- North Carolina
- New Mexico
- New York
- Ohio, Oregon
- Pennsylvania
- Tennessee
- Texas
- Utah
- Virginia
- Washington
- Wisconsin
- Wyoming



Currently under the State order, people arriving to Idaho from states with a high occurrence of COVID must quarantine for 14 days. This still may be the case in the coming months.

The Festival takes place after the potential expiration date of the state's Stage 4 reopening plan, scheduled for June 26.

On May 26, the State of Idaho issued interim guidance for safe gatherings and public events, with planning recommendations for after Stage 4. The protocols direct event planners to use the practices outlined in the previous stages, which include allowing for groups larger than 50 people where physical distancing of six feet can be maintained for employees and attendees, wearing cloth face coverings in public places, providing adequate sanitation services, ensuring frequent disinfection of event location and regular cleaning of high-touch surfaces, limiting close interactions with attendees, among others. Planners should also know the level of disease transmission in the local community and the level of transmission in the areas from which the attendees will travel from.

The Festival is open to the public for 22 hours over the course of three days, attracting an average of 318 guests per hour, totaling 7,000 guests, according to the event producer. The percentage of out-of-state attendees is unknown. On average, the total number of attendees and artists at the event venue will total 513 guests per hour.

The proposed venue for the Sun Valley Arts and Crafts Festival at Atkinson Park is approximately 77,000 square feet. Approximately 15,000 square feet of the venue is occupied by temporary structures (tents), leaving roughly 62,000 square feet of open space. Using a 3-foot radius per person to establish social distancing, each individual potentially occupies 28 square feet, allowing for 35 people per 1000 square feet. Using this formula, the maximum capacity for the proposed venue, assuming all attendees and artists are socially distanced and not members of the same household/family unit, the capacity for the venue is 2170 people.

#### Financial Impact

The gross sales of the Sun Valley Arts and Crafts Festival have been over \$500,000 each of the past two years, resulting in approximately \$10,000 in LOT revenue to the City of Ketchum annually.

#### Attachments:

Sun Valley Arts and Crafts Festival COVID-19 plan  
Sun Valley Arts and Crafts Covid-19 Supplemental Plan  
State of Idaho Interim Guidance for Safe Gatherings and Public Events in Idaho

## City of Ketchum Request for COVID-19 Plan

The current COVID-19 pandemic prompted the City of Ketchum to reevaluate all existing events and park reservations. In order to evaluate each event and reservation, the City of Ketchum has developed the following request for mapping and information as outlined below.

### Site Plan Including Locations of the Following (Must Reflect 6 Foot Physical Distancing):

- Ceremony Location
- Seating Plan Showing Number of Guests per Table
- Restrooms and Handwashing Stations Plan (City Restrooms are Closed)
- Food and Beverage Station Locations
- Stage and Dancefloor
- High-Touch Areas (Gift Tables, Seating Card Tables, etc.)
- Onsite Signage Including CDC Recommendations for Large Gatherings
- Traffic Flow Signage

### Please Provide Answers to the Following Questions:

#### **What is your event?**

52<sup>nd</sup> annual Sun Valley Arts & Crafts Festival

#### **Where will your event take place?**

Atkinson Park (its location since 2007)

#### **How many people will attend your event?**

7,000 over 3 days (22 hours total of the Festival being open)

#### **What areas of the country/state will your guests be arriving from (Please List)?**

Idaho, Washington, Oregon, California, Montana, Wyoming, Utah, Arizona, New Mexico, Colorado, Wisconsin, Minnesota, Michigan, Virginia, Kentucky, North Carolina, Georgia, Florida, Louisiana, New York (1 TBD).

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

The Festival recognizes Idaho Phase 3 of re-opening, which lifts restrictions on out-of-state guests coming into the State. However the Festival's policy is that Invited and confirmed artists must voluntarily express if they are currently, or have been in the previous 14 days prior to August 6, confirmed to be sick from the Covid-19 virus. If so, they are told not to travel to the Wood River Valley, and under no circumstances may they enter Atkinson Park. Patrons and other customers/guests will be provided safety protocols in pre-event advertising and via on-site signage at the most common entry points to the Festival.

## Where will your guests be staying if they are non-residents?

All artists are provided local lodging information with their invitations, which were sent out on March 23. The Festival is not responsible for arranging lodging. Here is the precise information they received.

### Hotels in Sun Valley / Ketchum

- Hotel Ketchum: 208-471-4716 or <https://www.hotelketchum.com/en>
- Best Western Plus Kentwood Lodge: 208-726-4114
- Best Western Tyrolean Lodge: 208-726-5336
- Knob Hill Inn: 208-726-8010 or <https://www.knobhillinn.com/>
- Limelight Hotel: 855-441-2250 or <https://www.limelighthotels.com/ketchum>
- Sun Valley Resort: 208-622-2251 or <https://www.sunvalley.com/>
- Tamarack Lodge: 208-726-3344 / 800-521-5379 or <https://www.tamaracksunvalley.com/>

### Hotels in Hailey

- Airport Inn: 208-788-2477 or <http://airportinnhailey.com/>
- AmericInn: 208-788-7950 or <https://www.wyndhamhotels.com/mericinn/hailey-idaho/mericinn-lodge-and-suites-hailey-sun-valley/overview>
- Wood River Inn: 208-578-0600 / 877-542-0600 or <https://www.woodriverinn.com/>

### Motels/Cabins in Bellevue

- Silver Creek Hotel: 208-725-8282 or <http://silvercreeksunvalley.com/>
- High Country Motel: 208-721-0067 or <http://www.highcountrymotelbellevue.com/>

### Camping in Sun Valley / Ketchum

- Sawtooth National Recreation Area (SNRA): <https://www.recreation.gov/>
  - Reservations Only: 877-444-6777
  - Recreation Area / Visitor Information 208-727-5013
- The Meadows (RV Park): 208-726-5445 or [themeadowsmanagers@gmail.com](mailto:themeadowsmanagers@gmail.com)

### Camping in Bellevue

- Riverside RV Park and Campground: 208-788-2020 or <http://www.riversidervparkandcampground.com/>

## Are you allowing guests to attend who are experiencing COVID symptoms?

No. The pre-event advertising and on-site signage will express this. However it will be based on an honor system.

## Will you provide face masks, hand sanitizer or gloves for your guests?

We will provide all those items to our artists and their associates, and our staff and volunteers. Hand sanitizer will be provided in each artist booth, and in key points around the festival. Gloves and masks for the public will be available in limited quantities for those who request them.

**Who will provide food and beverage at your event (if applicable)?**

Licensed food trucks will be part of the Festival, as before. Social Distancing parameters will be followed in their general spacing, and in front of their individual operation (demarcation points, lines, etc.) These vendors so far include KBs, Smokey Bone, SV Brewery, Toni’s Ice Cream, Sustainability Center and a Shaved Ice/Pizza vendor. In addition, Lorna’s Catering will provide a private breakfast for the artists on Saturday, August 8. Food items will be individually packaged, rather than served through a buffet line.

**Have your food and beverage providers issued assurance they will be following state-issued and CDC protocols that are in place during your event?**

Yes.

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

Yes. Those vendors so far include Clear Creek Disposal, Idaho Tents & Events out of Boise, and Eagle One Security.

**What is your contingency plan in the event of a COVID outbreak?**

In the event of three or more confirmed cases of Covid-19 contamination proven to have been picked up at the Festival, the Festival will be shut down. All public will be cleared out of Atkinson Park immediately, and artists will be issued instructions to pack up and leave, which is normally a 4-hour process.

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.

Submitted By: Art Daves, Festival Director

Signed: \_\_\_\_\_ 

Date: 5 / 29 / 2020



**The Sun Valley Arts & Crafts Festival** has taken place annually in Atkinson Park since 2007. The 2020 Festival will be the 52nd annual edition of the event.

The Festival features 140 artist booths, each 10'x10'.

Some are double booths (10'x20'), thus making the artist count typically 130.

Usually about 400-450 artists apply each year. A rigorous jury process narrows this to 130 artists who are invited. About 75% are from out of state.

The Festival has typically featured artist demonstrations, a kids' activity area, a large picnic area with a music performance stage, large 40'x40' shade tents, and food trucks.

The Festival is entirely free and open to the public, and is open from 11AM - 7PM Friday, 10AM-5PM Saturday & Sunday, for a total of 22 hours.

Typical attendance is roughly 7,000 per year. Based on this, the average Festival attendance per hour is 318 patrons.

The dates for the 2020 Festival are August 7-9, with move in by artists on August 6.

Total gross sales have been over \$500,000 each of the past two years, resulting in about \$10,000 in LOT revenue for the City of Ketchum annually.

### **Covid-19 Supplemental Plan**

This plan contains the following elements in order to best meet social distancing and other health guidelines. For the venue, artist booths will be spaced further apart, aisles will be wider, ancillary public gathering components will be eliminated (artist demonstrations, kids' activity area, picnic shade tents), restrooms will be spaced further apart, and handwash stations will be added. In addition, the artist breakfast will be converted from a buffet to a single-serving a la carte arrangement.

For the messaging, current health code protocols issued by the State of Idaho and City of Ketchum will be included on various advertisements, print pieces, and venue signage.

#### Contents

1. Previous Festival Site Plan Arrangement
2. New Proposed Site Plan Arrangement
3. Messaging Summary
4. Patron / Attendee Social Distancing pattern (based on 318 per hour)

Sun Valley Arts & Crafts Festival  
Atkinson Park  
Previous Set Up

Toilets 6" apart

Booths 2" apart

Kids' Activity Tent  
Artists Demonstration Tent

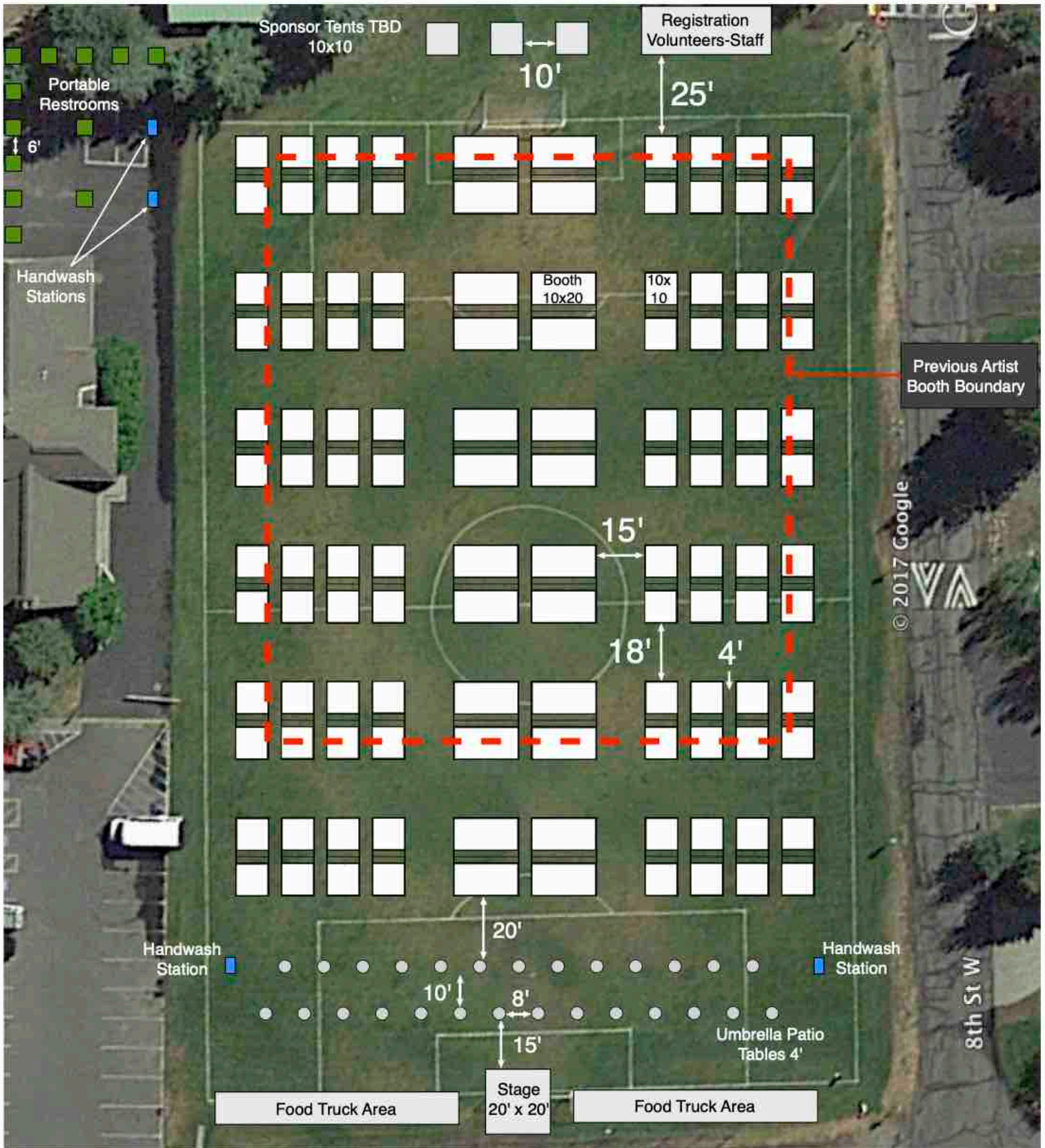
Artists' Booth Foot Print

Aisles 15' wide

40' x 40' picnic tents

4' Umbrella & Patio Tables  
Placed 2' apart





**Proposed 2020 Venue Changes**

- a) Booth Spacing: From 2' to 4' apart (all booths have 3 walls, the front is open)
- b) Booth Rows: From 10 rows up to 12
- c) Aisles: From 15' wide aisles to 18'
- d) Old Booth Foot Print: 160' x 180'
- e) New Booth Foot Print: 178' x 234'
- f) Portable Restrooms: From 6' to 6' apart
- g) Handwash Stations: Quantity from 1 up to 4
- h) Picnic Area: Removal of 40'x40' Shade Tents (to mitigate gathering locations)
- i) Hand Sanitizer available at: main operations tent, picnic area, restrooms

### Directives to Artists Pre-Event

Approximately 130 Artists, and 65 Artists' Guests will be in attendance, with 75% coming from out of State.

- a) If you are currently diagnosed with Covid-19, or have been in the two weeks prior to the Festival (August 6 move in), then you will not be permitted to show and enter Atkinson Park. You may assign a designee to run and operate your booth instead, or withdraw from the Festival.
- b) If the State of Idaho stipulates, artists and guests will be required to wear masks during all festival hours.
- c) Artists should limit the quantity of customers/patrons in their booth to no more than 4 at any one time.
- d) To the fullest extent possible, artists should endeavour to accept payment via credit cards only.
- e) Twice daily, artists should wipe and sterilize displays, counters, and flat surfaces within their booths.
- f) Prior to move-in on August 6, artists will be required to sign a waiver, stipuating that they understand and acknowledge the inherent health risk of showing in the Festival, as it is a public gathering; and that they hold harmless the City of Ketchum, its officers, employees, etc., and Altitude Events Group LLC in the event of illness to them.

### Messaging to the Public

To be included in some pre-event advertising, print collateral, and venue signage (photo below). Final phrasing TBD.

By entering Atkinson Park and the Sun Valley Arts & Crafts Festival, you do so at your own risk, and understand & acknowledge there is inherent health risk.

By entering Atkinson Park and the Sun Valley Arts & Crafts Festival, you agree to hold harmless the City of Ketchum, its officers, employees, etc., and Altitude Events Group LLC, all officially registered Artists and their Associates, volunteers, food vendors, and other workers, in the event of illness to you or minors in your care.

If you are currently diagnosed with Covid-19, or have been in the two weeks prior to the Festival (August 7), then please do not enter or attend the Festival.

Please limit the number of patrons within each artist booth to no more than 4. This is a self-police system, and we ask your kind cooperation in helping us.

If you or someone you know becomes ill during the Festival, please report this to the Festival Director at the main information tent, and either report to an EMT on site or leave the Festival immediately.

Hand-wash stations and hand sanitizer stations are located throughout the Festival.

Masks are not required, but recommended.

The State of Idaho and City of Ketchum reserve the right to close the Festival at any time for health reasons.







• Patrons = 330

The Idaho Department of Health and Welfare (DHW) and the seven local public health districts have developed guidance to assist with decisions regarding gatherings and public events during the COVID-19 pandemic and stages of the Rebound Idaho plan. We understand that events must be planned well in advance and some event timelines extend beyond the current Stage 4 of the Rebound Idaho plan. Idaho's ability to advance from one stage to the next is dependent on gating criteria (<https://rebound.idaho.gov/stages-of-reopening/>) being met, which requires control of the spread of COVID-19.

There is currently no vaccine to prevent COVID-19. Until such time as a vaccine is available or there is sufficient population immunity to the virus, community mitigation and personal accountability measures must be taken. Mass gatherings highly influence virus activity. It is recommended that all future plans for gatherings beyond the stages of the Rebound Idaho plan should be planned with cancellation or postponement contingencies. Idaho public health experts, DHW and all local Public Health Districts, will support any decision to postpone or cancel gatherings and public events in order to protect Idahoans and those who visit Idaho.

For the purpose of this guidance, mass gatherings and events are defined as a public gathering for business, social, academic or recreational activities including, but not limited to, community, civic, public, educational, leisure, or sporting events; parades; concerts; festivals; conventions; fundraisers; and similar activities. Specific examples may include, but are not limited to, weddings, graduations, large theater performances, rallies, car shows, reunions, races, holiday celebrations, rodeo championships, adult and youth sports tournaments.

## ALL STAGES

### Everyone Should:

- Engage in physical distancing of at least six feet
- Wear cloth face coverings in public places
- Stay home if sick
- Practice good hand hygiene
- Cover coughs and sneezes
- Disinfect commonly touched surfaces and objects regularly

### Event Planners & Organizers Should:

- Check in with their local public health district periodically leading up to the event to understand the current community risk for exposure to COVID-19
- Host events outdoors, if possible
- Maintain the six-foot physical distancing requirements for employees and attendees
- Provide adequate sanitation and personal hygiene for employees, vendors, and attendees
- Ensure frequent disinfection of the event location as well as regular cleaning, especially of high-touch surfaces
- Identify how personal use items such as masks, cloth face coverings, and gloves may be required by employees, vendors, and/or attendees
- Provide services and event activities while limiting close interactions with attendees

CONTINUES ON NEXT PAGE

## Event Planners & Organizers Should:

- Identify strategies for addressing ill employees, such as the following:
  - Require COVID-19 positive employees to stay at home while infectious
    - Symptoms of COVID-19 include muscle aches, a fever of 100.4 °F or higher, cough, sore throat, and shortness of breath
  - Keep employees who were directly exposed to the COVID-19 positive employee away from the workplace
  - Closure of the event location until the location can be properly disinfected
- On a case-by-case basis, include other practices appropriate for specific types of events, such as screening of employees for illness and exposures upon work entry, requiring non-cash transactions, etc.
- Identify and address potential language, cultural, and disability barriers associated with communicating COVID-19 information to event staff and participants.

## Idaho public health experts recommend that organizers (whether groups or individuals) postpone or cancel mass gatherings and public events in any of the following situations:

- The event will draw audiences or participants from communities, states, or countries that are currently experiencing confirmed substantial community spread of COVID-19 disease. Your local public health district can assist you in making this determination.
  - Refer to the county map provided by the Centers for Disease Control and Prevention (CDC) to see if an area (county) they are from has higher rates than the overall rate for Idaho: <https://www.cdc.gov/covid-data-tracker/index.html>
- The event's primary audience includes or may expose high-risk populations, including adults over the age of 65 years and people with underlying chronic medical conditions like heart or lung disease or diabetes, regardless of the number of attendees.

## STAGE 2 (first stage allowing gatherings):

### In addition to the above guidance,

- Use technology (e.g., webinar, video conferencing, live stream, etc.) as a way to gather people or a way to augment a gathering to minimize the risk of COVID-19 exposure when possible
- Allow for groups of 10 people or less where physical distancing of six feet can be maintained
- Consider directing attendees to seating or standing areas that are already properly distanced
  - Use signage and barrier protection to limit movement and maintain distancing and direct the flow of traffic
  - Limit tables to groups of six
  - Space tables appropriately to keep patrons six feet apart while seated and moving in and out of chairs
  - If stadium seating is being used, use barriers or signage to appropriately physically distance families
- Limit entrances and exits to the event to control the flow of attendees
  - Consider separate entrances and exits to the event
  - Mark where people line up to keep attendees six feet apart while waiting
  - Open gates or doors to events early to allow for orderly entrance to event

- Post signs at entrance stating that if attendees have a fever or other COVID-19 symptoms, they are prohibited from entering
- Utilize on-line ticket sales, required sign-ups and/or RSVPs for crowd management
- Provide COVID-19 prevention supplies to event staff and participants
  - Make sure that events have supplies for event staff and participants, such as hand sanitizer that contains at least 60 percent alcohol, tissues, trash baskets, disposable facemasks, cleaners and disinfectants
- Dedicate staff members to disinfect high contact surfaces throughout the establishment and disinfect tables between parties
- If food is being served at an event, refer to Stage 2 Restaurant Protocols

## STAGE 3:

### In addition to the above guidance:

- Allow for groups between 10 – 50 people where physical distancing of six feet can be maintained

## STAGE 4:

### In addition to the above guidance:

- Allow for groups larger than 50 where physical distancing of six feet can be maintained
- If concession services are provided, prohibit in-stand concession sales and buffet-style serving areas
  - Concession services should be limited to vending and walk-up services that can provide for appropriate physical distancing while patrons wait in line

## PLANNING FOR AFTER STAGE 4:

Idaho's public health officials cannot predict what the threat of COVID-19 will be across the state in July, August, September, and beyond or make recommendations many weeks or months in advance on attendee size, postponing, or canceling of events. For event planners who choose to move forward with planning events over the summer and fall of 2020, events should be planned using the practices outlined above in this guidance. In addition to the above:

- Be aware of any legal orders in place, which will be posted at <https://coronavirus.idaho.gov>
- Know the level of disease transmission in your local community and the level of transmission in the areas from which your attendees will travel (consult with your local public health district)
  - Refer to the county map provided by the Centers for Disease Control and Prevention (CDC) to see if an area (county) they are from has higher rates than the overall rate for Idaho: <https://www.cdc.gov/covid-data-tracker/index.html>
- Stay in regular communication with your potential patrons about the status of COVID-19 in the state and in your area and any cancellation or change in the venue
- Identify and address potential language, cultural, and disability barriers associated with communicating COVID-19 information to event staff and participants
- Develop a contingency plan that addresses scenarios you may encounter during the COVID-19 outbreak
  - Identify actions to take if you need to postpone or cancel events
  - Develop flexible refund policies for participants
  - Determine if the event can be convened in a different manner such as a virtual event

## Resources

Event Planning and COVID-19: Questions and Answers. <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/event-planners-and-attendees-faq.html>

Get Your Mass Gatherings or Large Community Events Ready. <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>

Centers for Disease Control and Prevention Guidance on Mass Gatherings. <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>

Centers for Disease Control and Prevention. Reopening Guidance for Cleaning and Disinfecting Public Spaces, Workplace, Businesses, Schools and Homes: <https://www.cdc.gov/coronavirus/2019-ncov/community/reopen-guidance.html>

Centers for Disease Control and Prevention. Guidance on Disinfecting: <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

EPA list of COVID-19 effective disinfectants: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>



City of Ketchum  
City Hall

June 1, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, ID 83340

Mayor Bradshaw and City Councilors:

**Recommendation to approve Purchase Order 20476  
For A New Boiler**

**Recommendation and Summary**

Staff is seeking council direction on the replacement of the boiler at the water department building. The Council may adopt either of the following motions:

A: "I move to direct staff to pursue installation of an electrically powered boiler and approve Purchase Order 20476 in an amount not to exceed \$7,805.93 and authorize the Mayor to sign the PO and also initiate other related work for a total project cost not to exceed \$10,306."

or

B: "I move to direct staff to pursue installation of natural gas powered boiler and approve Purchase Order 20476 in an amount not to exceed \$8,238.04 and authorize the Mayor to sign the PO."

The reasons for the recommendation are as follows:

- The existing natural gas boiler at the Water Department has reached the end of its useful life and needs to be replaced.
- The Ketchum Sustainability Action Plan 2020 includes a long-term energy target of decarbonizing all city facilities by 2030.

**Introduction and History**

The City of Ketchum Water Department building has historically obtained its heat and hot water from a natural gas-powered boiler. While the boiler has met the end of its useful life, the radiant heat system that was installed during the building's construction remains functional. Given the City's Ketchum Sustainability Action Plan 2020 long-term energy target of de-carbonizing all city facilities by 2030, and the anticipated life span of the boiler, staff is seeking Council direction on whether to replace the current boiler with an electric- or natural gas-powered boiler.

**Analysis**

The City of Ketchum has obtained quotes for both electric- and natural gas-powered boilers. An electric boiler, and related fittings, has been quoted at approximately \$7,806 plus and additional estimated \$2,500 in electrical connections and upgrades to accommodate the new electrical load. The City has also received a quote for a high-efficiency natural gas boiler for approximately \$8,238. Recently, the Water Department has incurred a natural gas bill of approximately \$1,250 each fiscal year. Several contractors engaged by the City have estimated the annual operating cost of the electric boiler to be approximately double that of the natural gas version resulting in an estimated \$1,250 in additional annual operations for the electric version.

### Sustainability Impact

The electric boiler would align with the city's adopted long-term energy target of de-carbonizing all city facilities by 2030.

### Financial Impact

The capital and operating costs of either system would be funded by revenues received from rate-payers. To the extent an electric boiler is preferred, the rate-payers would incur greater costs.

### Attachments

- Lowest gas and electric boiler bids

# Sawtooth Plumbing & Heating, Inc.

1730 Lear Lane, Unit D  
 Hailey, ID 83333  
 208-788-7920, Fax 208-788-4117  
 ted.sawtoothplumbing@gmail.com

## Estimate

Date	Est #
5/22/2020	17734

Public Works License # 005465-C-4

**City of Ketchum**  
**PO Box 2315**  
**Ketchum, ID 83340**  
**Attn: Kelen**

Job:	110 River Ranch Rd. Unit B Ketchum			
Project	Water Dept, 110 River Ranch Rd. Unit B			
Qty	Item	Description	Cost	Total
		May 22, 2020		
		Estimate to remove the old boiler and eliminate the potable connection. Install a new electric boiler with an Axiom Auto Fill.		
10	Bid	Labor Hours	95.00	950.00
10	Bid	Labor Hours	75.00	750.00
1	Bid	Thermolec B-35U 35KW 119,420 BTU electric boiler	3,554.78	3,554.78
2	Bid	1" Webstone IPS union x SWT x hose	70.902	141.80
2	Bid	1" Webstone ISO with rotating flange	47.2524	94.50
2	Bid	1" CxC spring check valve	35.4276	70.86
2	Bid	1-1/4" x 1-1/4" x 1" copper tee	20.3456	40.69
2	Bid	1-1/4" x 1" copper reducer coupling	7.4448	14.89
1	Bid	1-1/4" SWT air separator	325.026	325.03
20	Bid	1" type L copper pipe	4.4176	88.35
20	Bid	3" PVC pipe	2.64	52.80
4	Bid	3" PVC 90	5.2624	21.05
4	Bid	3" PVC 45	4.7168	18.87
1	Bid	Axiom mini digital 6 gallon auto fill	723.3408	723.34
1	Bid	72" braided flex	24.6224	24.62
8	Bid	1" copper 90	6.0896	48.72
2	Bid	1" copper tee	13.6576	27.32
2	Bid	Watts 1/2" boiler drain	21.9296	43.86
6	Bid	1-1/4" copper 90	9.0288	54.17
1	Bid	24" gas flex	46.1136	46.11
20	Bid	1-1/4" type L copper pipe	6.0016	120.03
4	Bid	1-3/8" cushion clamp	5.8432	23.37
4	Bid	1-1/8" cushion clamp	4.9808	19.92
15	RHOMAR RH...	RHOMAR RHOGARD 50% Per GALLON	23.39	350.85
1	Bid	Misc Supplies	200.00	200.00
		Notes: Electrical work to be done by other.		

**Total \$7,805.93**



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1730 Lear Lane, Unit D  
 Hailey, ID 83333  
 208-788-7920, Fax 208-788-4117  
 ted.sawtoothplumbing@gmail.com

## Estimate

Date	Est #
2/17/2020	16843

Public Works License # 005465-C-4

**City of Ketchum**  
**PO Box 2315**  
**Ketchum, ID 83340**  
**Attn: Kelen**

Job:	110 River Ranch Rd. Unit B Ketchum			
Project	Water Dept, 110 River Ranch Rd. Unit B			
Qty	Item	Description	Cost	Total
		February 14, 2020 Estimate to remove the old boiler and eliminate the potable connection. Install a new Lochinvar boiler with an Axiom Auto Fill.		
10	Bid	Labor Hours	95.00	950.00
10	Bid	Labor Hours	75.00	750.00
1	Bid	Lochinvar KHB110 N floor mount boiler	3,986.892	3,986.89
2	Bid	1" Webstone IPS union x SWT x hose	70.902	141.80
2	Bid	1" Webstone ISO with rotating flange	47.2524	94.50
2	Bid	1" CxC spring check valve	35.4276	70.86
2	Bid	1-1/4" x 1-1/4" x 1" copper tee	20.3456	40.69
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15	RHOMAR RH...	RHOMAR RHOGARD 50% Per GALLON	23.39	350.85
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<b>Total</b>			<b>\$8,238.04</b>	